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July 2, 2026

Filed Online

California Labor and Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Extraordinary Brands, LLC
c/o Registered Agent For Service of Process
Steven Pickett
5716 Corsa Avenue, Suite 110
Westlake Village CA 91362

**Re: Violations of California Labor Code and Private Attorneys General Act ("PAGA"),
California Labor Code §§ 2699 *et seq.***

To Whom It May Concern,

This office represents Mr. Emmanueli Adzoh, a former boxing coach employed by Rumble Boxing Gym and/or Extraordinary Brands, LLC (collectively, "Defendants"). Please direct all future correspondence regarding this matter to the undersigned.

The purpose of this Notice is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 prior to commencing an action pursuant to Labor Code § 2699, *et seq.*, alleging violations of, *inter alia*, Labor Code §§ 201–204 inclusive, 226(a), 510, 1174(d), 1194(a), 1197, 1198, 2750.3, and 2802, as well as any additional Labor Code or regulatory violations that are like or reasonably related to these violations and/or which may be uncovered through future discovery and investigation.

Factual Statement

Defendants operate one or more boutique boxing fitness studios providing group boxing classes and related fitness services to paying customers. Defendants' core business consists of delivering branded boxing fitness programming to the public through their coaching staff.

In or about December 2023 and January 2024, Defendants hired Emmanueli Adzoh ("Plaintiff") to serve as a boxing coach at their location in Newport Beach, California. As a condition of his employment, Defendants required Plaintiff to complete a mandatory onboarding and training program known as "The Jab" before he was permitted to teach any classes or receive compensation. Defendants informed Plaintiff that completion of "The Jab" was non-negotiable and that he could not perform coaching duties without it.

"The Jab" program spanned more than four weeks and required Plaintiff to complete in excess of one hundred training videos and tests, submit filmed performance evaluations for management review and approval, and attend weekly mandatory Zoom sessions. Defendants' onboarding coordinator directed every aspect of the program, prescribing the precise content, sequence, format, and method of Plaintiff's performance, including the exact rounds and class segments to be recorded and submitted. Some individual training videos were several hours in duration. Despite the mandatory and substantial nature of this training, Defendants refused to compensate Plaintiff for any of the time he spent completing "The Jab."

When Plaintiff raised the issue of compensation for onboarding, Defendants' onboarding coordinator confirmed that the program was "a 4-week commitment for onboarding with 1 zoom each week plus the JAB videos," but directed that payment decisions were "contingent on the owner." Plaintiff was subsequently and expressly told by management that Rumble Boxing does not pay coaches for completion of "The Jab." Plaintiff was ultimately permitted to begin teaching and earning income only after completing the program, but was never compensated for the substantial hours of work he performed during onboarding.

Furthermore, Plaintiff is informed and believes that Defendants misclassified him and other similarly situated coaches as independent contractors rather than employees, in violation of California Labor Code § 2750.3 and the ABC test established under California law.

Defendants exercised pervasive control over Plaintiff's work, including dictating the specific curriculum, submission deadlines, performance standards, format, and method of all work performed during onboarding. Coaching services of the type performed by Plaintiff constitute the very core of Defendants' business: Defendants sell boxing fitness classes to the public,

and coaches deliver those classes. As such, Defendants cannot satisfy Prong B of the ABC test, which requires that a worker perform work outside the usual course of the hiring entity's business. Additionally, the mandatory completion of a brand-specific, proprietary onboarding program as a condition of engagement is inconsistent with the notion that Plaintiff or other coaches were operating independently established trades or businesses. To the extent Defendants classified Plaintiff and/or other coaches as independent contractors, such classification was unlawful, and Defendants thereby deprived Plaintiff and other employees of all protections afforded to employees under the California Labor Code, including the right to payment for all hours worked, accurate wage statements, expense reimbursement, and all associated penalties.

Plaintiff is informed and believes that this pattern and practice of withholding compensation for mandatory onboarding and of misclassifying coaches as independent contractors was systematic, company-wide, and applied uniformly to all similarly situated coaches employed by Defendants in California.

Legal Contentions

Plaintiff is informed and believes, and thereon alleges, that his experience is typical of all similarly situated aggrieved employees and/or misclassified workers employed by Defendants in California during the relevant statutory time period.

Defendants' unlawful conduct includes, but is not limited to:

- Failing to pay for all hours worked at either their regular rate of pay or the applicable minimum wage, including but not limited to all time spent completing mandatory onboarding and training, in violation of California Labor Code §§ 201, 202, 203, and 204;
- Failing to pay employees the minimum wage for all hours worked in violation of California Labor Code §§ 1194(a) and 1197;
- Misclassifying employees as independent contractors in violation of California Labor Code § 2750.3 and applicable law, thereby depriving Plaintiff and similarly situated aggrieved workers of all rights, protections, and benefits afforded to employees under the California Labor Code;
- Failing to provide employees with accurate and complete wage statements reflecting all hours worked and wages earned, in violation of California Labor Code § 226(a);
- Failing to maintain full, complete, and accurate payroll records, including an accurate accounting of all hours worked, in violation of California Labor Code § 1174(d);

- Failing to reimburse employees for all necessary business expenses incurred in direct consequence of the discharge of their job duties — including but not limited to internet access, personal devices, and any other costs incurred during mandatory onboarding — in violation of California Labor Code § 2802; and
- Failing to pay all wages due and owing upon separation from employment in violation of California Labor Code §§ 201, 202, and 203.

Based on the above, Plaintiff hereby puts Defendants on notice and hereby exhausts his administrative requirements under the California Private Attorneys General Act, Labor Code §§ 2699 *et seq.*, with regard to the above legal claims, both on his own behalf and on behalf of all other aggrieved employees and/or misclassified workers.

By this letter, Plaintiff notifies the California Labor and Workforce Development Agency of the above violations. Plaintiff reserves the right to bring any legal claims not specifically identified within this letter, but arising from the facts stated herein.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Messiha', with a stylized flourish at the end.

Dominic J. Messiha, Esq.
EMPOWER LAW, PC