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Sent Via Certified U.S. Mail

Omar Houari, Registered Agent
Pramira, Inc.
404 N. Berry Street
Brea, CA 92821

[Tracking No: 7018 0360 0000 8464 3572]

RE: Miguel A. Rodriguez v. Pramira, Inc.

To Whom It May Concern:

This letter is the written notice required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Section 2698 *et seq.*, including without limitation California Labor Code Sections 2699.3 (a)(1), 2699.3(b)(1), and/or 2699.3(c)(1) of the California Labor Code, and any other applicable provision of statute, rule, or law. On October 23, 2024, we filed this letter with the California Labor and Workforce Development Agency ("LWDA"). This letter is an important formal legal notice which may lead to immediate action against your company in a court of law and in administrative proceedings, or both and the imposition of substantial penalties and other orders and remedies against your company.

This office represents Miguel A. Rodriguez, a former employee of Pramira, who worked for Pramira, Inc. at 404 N. Berry Street, Brea, California, 92108. We are investigating a potential PAGA representative action.

FACTS AND THEORIES UPON WHICH THE ACTION WILL BE BASED:

A. *Failure to Provide Compliant Rest Breaks and Meal Breaks*

IWC Wage Order 4-2001(11) and (12), as well as Labor Code Section 512, require employers to provide a ten-minute, duty-free, paid rest break, for every four-hour

work period or major fraction thereof, as well as a thirty-minute unpaid, duty-free meal period which must begin by the end of the fifth hour of a shift.

Labor Code 226.7 requires premium payments for each shift in which an employee is not provided with a meal period or rest break compliant with the Wage Order and Labor Code.

Mr. Rodriguez was employed by Pramira, Inc. from October 2023 to May 2024. During his employment, Pramira, Inc. regularly failed to authorize and permit Mr. Rodriguez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof.

Furthermore, Pramira, Inc. maintained and implemented a companywide on-premises rest period policy, which mandated that Mr. Rodriguez and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Rodriguez and other aggrieved employees were restricted from leaving job-site premise during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, effectively maintained control over Mr. Rodriguez and other aggrieved employees during rest periods.

Mr. Rodriguez, as well as other aggrieved employees were not given the opportunity to take a duty-free thirty-minute meal break within the first five hours of their shift as required by California Labor Code Section 512 and IWC Wage Order 4-2001 (11)(A). Also, Mr. Rodriguez and other aggrieved employees were instructed by their foremen to finish their lunch earlier than thirty-minutes to finish work on time, to prevent paying overtime wages.

Pramira, Inc. prevented Mr. Rodriguez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the app on the phone would not allow them to clock out to lunch and back from lunch. Mr. Rodriguez and other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in from a meal period before 30 minutes elapsed. Moreover, as set forth above, employers are required to make premium payments to employees who are denied compliant meal periods and rest breaks. However, Pramira, Inc. routinely fails to make required premium payments.

B. Failure to Reimburse Employment Related Expenses

California Labor Code Section 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the

discharge of his or her duties, or of his or her obedience to the directions of the employer. Pramira, Inc. required Mr. Rodriguez and other aggrieved employees to download an application on their phone called “shark app” to record their start times and end times as well as to record their meal periods. Pramira, Inc. required its employees to use their personnel cell phone to track their own start times and end times, as well recording their meal periods. However, Pramira, Inc. did not reimburse its employees for expenses incurred related to cell phone usage. This failure constitutes a violation of Section 2802.

This notice is hereby given to and is made against Pramira, Inc. and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be employees of Pramira, Inc., or any related or alter ego company, corporation, partnership, and/or business entity, at any time on or after a date four years prior to the date of this letter at any location within the State of California.

This notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code or regulations thereunder which might be discovered because of reasonable and diligent investigation made pursuant to this notice.

Very truly yours,

Rastegar Law Group, APC

A handwritten signature in blue ink, appearing to read 'Farzad Rastegar', with a stylized flourish at the end.

Farzad Rastegar, Esq.