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October 15, 2024

**VIA ONLINE SUBMISSION**

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/207>

**VIA CERTIFIED MAIL# 7021095000098250798**

***Return Receipt Requested***

The Flower Parrot Co., Inc.

c/o Christopher Stanley

2521 Oceanside Blvd., Suite B

Oceanside, CA 92054

*Re: Hugo Pons v. The Flower Parrot Co., Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, The Flower Parrot Co., Inc.

From: Hugo Pons on behalf of himself and aggrieved employees who were subject to The Flower Parrot Co., Inc.'s violation of California Labor Code as set forth below.

**Factual Statement**

Please note that Mahoney Law Group, APC and Law Office of Shafiel A. Karim, P.C., represent the interests of Mr. Hugo Pons ("Employee" or "Mr. Pons") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Please be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1) and 2699.3, subdivision (c)(1) and may lead to action against The Flower Parrot Co., Inc. ("Employer") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against its owner, director and officer, Christopher Stanley, and other officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

### **Labor Code Violations and Remedies**

Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 233, 234, 226, 226.3, 226.7, 226.8, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2802 by willfully misclassifying workers as independent contractors, failing to provide Employee and all other aggrieved employees all wages for all hours worked, including minimum wages and overtime wages, failing to provide meal periods or compensation in lieu thereof, failing to provide rest periods or compensation in lieu thereof, failing to provide paid sick leaves, failing to provide accurate and itemized wage statements, failing to maintain accurate records of hours worked and payrolls, and failing to pay all compensation due upon separation of employment. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency ("LWDA") and certified mailing to Employer until resolution of these claims.

Employer willfully misclassified Employee and aggrieved employees as independent contractors (collectively "Employees") for selling flowers during its normal course of business in violation of Labor Code section 226.8(a)(1). Pursuant to Labor Code section 3353 and 2750.5, Employees worked under Employer's control and direction as result of their performance. Employer engaged in a pattern or practice of misclassifying workers as independent contractors, thus is subject to civil penalty pursuant to Labor Code section 226.8(b) and 226.8(c).

Employer paid Employees a commission based on their sale results periodically which did not ensure the Employees were paid at least the prevailing minimum wage. Employees were regularly not compensated for all hours worked, including minimum and overtime wages, which violated Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Employer failed to pay Employee and other aggrieved employees the legally mandated wage rates for all hours Employee and other aggrieved employees worked. Employee alleges that Employer failed to include all remuneration when calculating his and other aggrieved employees' regular rate for purposes of compensating Employee and other aggrieved employees for his overtime under Labor Code Labor Code section 510. Further, Employees will also allege that Employer denied their paid sick leaves who were eligible to paid sick leave in violation of Labor Code section 246, 233 and 234. Furthermore, Employer required Employees to pay substitute workers compensation during their paid sick leaves and deducted it from their wage income.

Employer also failed to provide Employees with timely uninterrupted meal periods during their daily work. Employer had a practice of failing to arrange or allow Employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further,

Employer ordered that Employee and other aggrieved employees respond to managers, amongst other regardless of whether an employee was on their break. As a result of Employer's policy and practices, Employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Employer's conduct is in violation of Labor Code sections 226.7, 1198, and 512, is also actionable under PAGA.

Similarly, Employees did not receive any rest periods during daily work, even though they regularly worked eight (8) hours of work per day. Employer failed or refused to provide adequate premium compensation to Employees for missed, or interrupted rest periods. Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code section 226.7.

As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Employees' employment with Employer.

Employer also failed to reimburse Employee's necessary business expenditure in violation of Labor Code section 2802. Employer required Employees to use their personal cell phones and vehicles during their daily work, and to purchase gloves and decoration materials for holidays to promote flower sales without any reimbursement. Employer also required Employees to pay compensation to substitute workers without reimbursement.

In addition, Employer failed to maintain accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing premium wages earned per pay period, among other things. This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5 and is actionable under PAGA.

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

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Sincerely,



Kevin Mahoney, Esq.  
**MAHONEY LAW GROUP, APC**