

OTKUPMAN LAW FIRM, A LAW CORPORATION

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February 10, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Orbis RPM, LLC
609 Burton Blvd
Deforest, WI 53532
Defendant certified mail # 9589 0710 5270 2390 8668 74

VIA CERTIFIED MAIL

Orbis RPM, LLC
1645 Bergstrom Rd.
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Defendant certified mail # 9589 0710 5270 2390 8668 81

VIA CERTIFIED MAIL

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Becky DeGeorge
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Certified mail # 9589 0710 5270 2390 8668 98

VIA CERTIFIED MAIL

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VIA CERTIFIED MAIL

Orbis RPM, LLC
1205 E Whitmore Ave
Modesto, CA 95358
Defendant certified mail # 9589 0710 5270 2390 8669 04

Re: ***Martin Sohal v. Orbis RPM, LLC – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Martin Sohal (“Plaintiff”), a former California employee of Orbis RPM, LLC (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client worked for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about December 26, 2024. While working for Defendant as a Warehouse Associate, Plaintiff was earning \$22.50 dollars per hour.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Plaintiff’s and Defendant’s California employees’ rest breaks and meal breaks were frequently interrupted. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks for a legally required duration of no less than thirty minutes and no less than 10 minutes respectively. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed/interrupted meal and rest break to Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff often had to leave messages for the next person on the shift and inform them where Plaintiff left off. This was done off the clock, with the knowledge of Defendant’s supervisory employees. Even though Defendant was aware of the off-the-clock work, Plaintiff and Defendant’s California employees were not compensated for the time spent performing this task. Furthermore, Plaintiff and Defendant’s California employees had to wait in order to swipe their badge which granted them access to the warehouse. This was further done off the clock and was not compensated by Defendant. Plaintiff and Defendant’s California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Plaintiff and the California employees wage statements' failed to accurately state all applicable hourly rates, including overtime rate, during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

Defendant failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." Plaintiff and Defendant's California employees were further required to purchase steel toe boots, required to use personal email to check their schedule for the day and used their phones/tablets at home to access workday for payroll – which is required by the Company handbook, but not reimbursed by Defendant in violation of California labor laws. As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendant violated Labor Code § 246 by failing to provide paid sick leave to the aggrieved employees, failing to comply with the accrual and carryover requirements for paid sick leave, failing to provide an employee with written notice each pay period stating the amount of paid sick leave available each pay period and otherwise wholly failing to participate in the Healthy Workplaces, Healthy Families Act of 2014. (Labor Code § 245, *et seq.*).

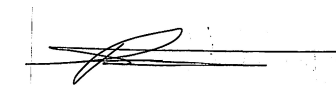
Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN