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Via Electronic Submission

Labor and Work Force Development Agency
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Floor
San Francisco, CA 94102

Via Certified Mail

C.R. England Inc.
4701 West 2100 South
Salt Lake City, UT 84120

Re: Oscar M. Garcia v. C.R. England Inc.

Dear Labor Commissioner:

This letter is sent pursuant to the Private Attorneys General Act (“PAGA”), incorporated in Labor Code sections 2698, 2699 *et seq.*, on behalf of Mr. Oscar M. Garcia (“Plaintiff”). We ask that all further communication regarding this matter be directed to my attention at the address located on this letterhead and that no contact be made directly with Plaintiff.

I. FACTS & NATURE OF THE DISPUTE

This is a wage and hour labor dispute. Plaintiff’s intent is to pursue a representative action against C.R. England Inc. and all related persons and/or entities, including, but not limited to, subsidiaries and parent companies (collectively “Defendant”) on behalf of the state of California for violations committed against Plaintiff and all current and former aggrieved employees (“Aggrieved Employees”) pursuant to the PAGA.

II. NATURE OF DISPUTE

Plaintiff and Aggrieved Employees have several legal claims against Defendant for violations of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(a)(1), 226(a)(5), 226(a)(9), 226(b), 226(c), 226.7, 226.7(a), 226.7(b), 246, 246(b), 432, 432.5, 512, 925, 1198.5, 2698, and 2699 *et seq.*

Defendant violated Labor Code section 432.5 by requiring Plaintiff and Aggrieved Employees, as a condition of employment, to agree in writing to multiple terms and conditions that are prohibited by law. Specifically, these include—but are not limited to—terms and conditions contrary to California public policy, such as non-compete and non-solicitation clauses, and out-of-state choice-of-law and/or forum selection provisions.

Defendant also violated Labor Code section 925 by requiring Plaintiff and Aggrieved Employees to agree in writing to out-of-state choice-of-law and/or forum selection clauses, in direct contravention of Labor Code section 925.

Defendant also violated Labor Code sections 246 and 246(b). Although Defendant used the accrual method when accruing sick leave, it failed to properly accrue sick leave hours as required under California law. For example, Defendant would provide only one hour of sick leave even when the employee worked more than 30 hours per pay period. Plaintiff, for instance, sometimes worked 45 hours in a pay period yet accrued only one hour of sick leave. As a result, Plaintiff and Aggrieved Employees received fewer sick leave hours than they were legally entitled to. These violations also resulted in derivative violations, including but not limited to Labor Code sections 246(i) and 226(a).

Defendant also violated Labor Code sections 512, 226.7, 226.7(a), and 226.7(b) by failing to provide Plaintiff and Aggrieved Employees with compliant meal and rest periods. For example, Plaintiff and Aggrieved Employees regularly worked shifts exceeding five hours without being relieved for uninterrupted, compliant meal and rest periods as required by California law. These violations also resulted in derivative violations, including but not limited to Labor Code sections 201, 202, 203, 204, 226(a), and 226(a)(1)-(9).

Defendant further failed to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements. For example, the wage statements failed to accurately list gross and net wages earned, all applicable hourly rates in effect during the pay period, and corresponding hours worked, in violation of Labor Code section 226 (a)(1), (a)(5), and (a)(9). By way of example, Defendant violated Labor Code section 226 (a)(1), (a)(5), and (a)(9) because it failed to accurately pay meal/rest premiums to Plaintiff and Aggrieved Employees.

Lastly, Defendant violated Labor Code sections 226, 226(b), 226(c), 432, and 1198.5. On September 24, 2024, Plaintiff, through counsel, sent a letter to Defendant requesting copies of his payroll and personnel records. In response, Defendant produced some, but not all, of the records Plaintiff is entitled to by law—and those that were produced were provided after the statutory deadlines set forth in Labor Code sections 226(c), 432, and 1198.5. For example, Defendant failed to produce Plaintiff's time records. Despite a follow-up from Plaintiff counsel, Defendant refused to provide the requested records, stating that it does not provide time records in response to an employee's records request. Upon information and belief, Plaintiff alleges that Defendant has committed, and continues to commit, the same or similar violations against other Aggrieved Employees who request such records.

III. CONCLUSION

Please take notice that this letter is intended to exhaust the pre-litigation requirements set forth under Labor code section 2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of section 2699, *et seq.* by seeking redress in court. (Lab. Code, § 2699.3.)

It is Plaintiff's intention to prosecute this matter under Labor Code section 2699 *et seq.* on behalf of the state of California for all alleged Labor Code violations committed by Defendant against Plaintiff and Aggrieved Employees. Plaintiff seeks the remedies available under PAGA, including civil penalties and injunctive relief, for the Labor Code violations referenced in this letter—as well as any additional violations that may be discovered during the course of litigation—should the LWDA decline to investigate or otherwise address these matters within the proscribed time period.

We write this letter subject to, and without waiver of, our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Mashiri', with a stylized flourish at the end.

Alex Asil Mashiri, Esq.