

CHARLES HARRIS

c/o LAW OFFICES OF CHOI & ASSOCIATES, APLC
515. S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 381-1515
FACSIMILE (213) 465-4885

October 26, 2022

**VIA ONLINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER**

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: Harris, Charles v. American Freight Management Company, LLC

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of my claims, individually and on behalf of all aggrieved employees, against my employer American Freight Management Company, LLC (the “Company”). I allege that:

1. The Company violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the regular rate of pay by not including all non-discretionary remuneration in the regular rate of pay, including without limitation, “Sales Bonus”. Specifically, whenever non-discretionary “Sales Bonus” were paid to the employees, such amounts were not included/factored into the regular rate of pay for purposes of overtime wages. As such, the overtime wage rates should have been paid at a higher rate than 1.5 times the base rate of pay. In addition, the Company also violated Labor Code §§ 201-203 by failing to pay other aggrieved employees all of the overtime wages owed upon separation of employment due to the unpaid overtime wages, and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

2. Violated Labor Code §§226.7 and 512 by failing to pay meal break premium wages at the regular rate of pay. Labor Code § 226.7(c) states that “the employer shall pay the employee one additional hour of pay at the employee’s **regular rate** of compensation for each workday that the meal or rest or recovery period is not provided.” Specifically, whenever meal break premium wages were paid to me and aggrieved employees, the meal break premium wages were paid at my base hourly rate of pay, which did not include the non-discretionary incentive wages that I received during the same pay period. Thus, my and aggrieved employee’s meal break premium wages were not paid at the regular rate of pay. In addition, the Company also violated Labor Code §§ 201-203 by failing to pay other aggrieved employees all of the wages owed upon separation of employment due to the unpaid missed meal period premiums, and

Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

3. As a further and separate violation, the Company violated Labor Code §226 by failing to provide accurate itemized wage statements whenever overtime wages were paid. Whenever overtime wages were paid, the wage statements issued to the employees did not identify the overtime rate as 1.5 times the regular rate of pay. Rather, the overtime rates appeared as the base hourly rate of pay and/or one-half of the hourly rate of pay. In addition, the Company failed to list the accurate total hours worked for wage statements furnished to me and/or other similarly aggrieved non-exempt employees whenever overtime wages were paid. In particular, when the hours shown on the wage statements are added up, they do not appear to add up to the actual total hours worked. Therefore, the Company violated Labor Code § 226 as to me and all other similarly aggrieved employees.

4. The Company violated Labor Code §§ 201-203 by failing to pay all wages earned at termination. As a result of the above-referenced allegations, I and the aggrieved employees, should have been paid all of our meal break premium wages and overtime wages at termination.

The address for the Company is:

American Freight Management Company LLC
680 Sunbury Rd.
Delaware, OH 43015

American Freight Management Co
109 Innovation Court Suite J
Delaware, OH 43105

Please contact my attorney, Edward Choi, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,



Charles Harris

Cc: American Freight Management Company, LLC (via certified mail)
American Freight Management Co (via certified mail)