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***Sent Via Certified U.S. Mail/
Online Submission***

June 7, 2025

ELB US INC.
4777 Bennett Drive
Suite A
Livermore, CA 94551

RE: *Isaac Good / ELB US INC.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), Isaac Good ("Good") provides notice on behalf of himself and all other persons currently or formerly employed by ELB US INC. ("ELB") in California in hourly or otherwise held non-exempt positions during the applicable statutory limitations period (the "Aggrieved Employees"). As set forth herein, ELB violated the rights of Good and the Aggrieved Employees under Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512, 1194, 1197, 1198, and 2802.

Good is a current non-exempt employee of ELB who works as a network engineer installer out of ELB's location in Cerritos, California. He has been employed by ELB since on or around September 24, 2024, but was briefly discharged from his employment on or around March 26, 2025 before being reinstated to his position. Because the entirety of Good's employment has occurred within the one-year before the transmission and sending of this notice, and because he has personally suffered all of the Labor Code violations set forth herein, he has standing to pursue a representative action for all the violations set forth herein. At all relevant times, Good and the Aggrieved Employees have been "employees" of ELB within the meaning of Section 2(E) of Industrial Welfare Commission Order No. 4-2001 (the "Wage Order") and "aggrieved employees" within the meaning of Labor Code § 2699(c).

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At all relevant times, ELB has been a “person” within the meaning of Labor Code § 18 and an “employer” of Good and the Aggrieved Employees within the meaning of Section 2(G) of the Wage Order in that it has exercised control over the wages, hours, and/or working conditions of Good and the Aggrieved Employees and caused the alleged violations of the Labor Code and the Wage Order set forth herein to be committed.

Failures to Provide Meal and Rest Periods

Under Labor Code § 1198, “The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful.”

Under Section 12 of the Wage Order, an employer must authorize and permit net rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, except for employees whose shifts do not exceed 3.5 hours. Said rest periods must be paid and must be counted as hours worked. Said rest periods also have to be completely duty-free. To comply with these requirements, employers must authorize and permit paid rest periods as follows based on shift length: (1) 3.50 to 6.00 hours – one rest period; (2) 6.01 to 10.00 hours – two rest periods; (3) 10.01 to 14.00 hours – three rest periods; and (4) 14.01 hours to 18.00 hours – four rest periods. In addition, an employee may not waive a rest period unless the employer has already authorized the rest period. Further, the employer must make good faith efforts to provide each rest period in the middle of each four-hour work period insofar as is practicable.

Under Labor Code § 512 and Section 11 of the Wage Order, an employer has a duty to provide its non-exempt employees with first meal periods of no less than thirty minutes after no more than five hours of work when they work shifts of at least five hours, and to provide its non-exempt employees with second meal periods of no less than thirty minutes after no more than ten hours of work when they work shifts of more than ten hours. In the absence of a valid on-duty meal period agreement, or a valid waiver, this duty requires an employer to affirmatively authorize said meal periods, completely relieve its employees of duty, allow them to come and go as they please, and to relinquish control over their activities. In addition, an employee may not waive a meal period unless the employer has already authorized the meal period. Further, Section 7 of the Wage Order requires the employer to keep accurate records of meal period start and stop times.

Under Labor Code § 226.7, and Section 12 of the Wage Order, an employer cannot require an employee to work during a meal or rest period mandated under the Wage Order and must pay premium wages on each workday when the meal or rest period is not provided.

At all relevant times, ELB has violated the rights of Good and the Aggrieved Employees under requirements by, among other things: (1) requiring Good and Aggrieved Employees to respond to work calls throughout their shifts without regard to whether they are on a purported meal or rest period; (2) not structuring the work performed in a manner that consistently allows for timely and duty-free meal and rest periods; (3) not providing reasonable opportunities to consistently take timely and duty-free meal and rest periods; (5) not maintaining legally required records of meal period start and stop times; (6) requiring or otherwise pressuring them to report that they took meal periods and deducting 30 minutes from their time worked for meal periods without regard to

whether meal periods were taken at all, whether a meal period lasted less than thirty minutes, or whether a meal period occurred within the time interval required by law; (6) not implementing any mechanism for payment of meal or rest period premiums in the event of a violation; and (7) not paying premium wages when a required meal or rest period is not provided or not timely provided. As a result of these policies and practices, Good and the Aggrieved Employees routinely worked without required meal and rest periods and denied premium wages in lieu thereof.

Failures to Pay Minimum & Overtime Wages

Under Labor Code § 1194, any purported agreement to pay an employee less than the overtime wages required by law is unlawful and invalid.

Labor Code § 1197 states,

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Under Labor Code § 1198, “The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code § 510(a) states,

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

These same requirements are set forth in Section 3 of the Wage Order.

In conjunction, these provisions of the Labor Code and the Wage Order require employers to pay their non-exempt employees no less than minimum, overtime, or agreed wage rates for each hour worked, and, unlike federal law, prohibit the use of an averaging method to determine whether these obligations have been met. (See *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321-324.) This standard applies to all time that the employee is either subject to the control of the employer and/or suffered or permitted to work.

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At all relevant times, ELB deducted thirty minutes for meal periods without regard to whether Good or the Aggrieved Employees actually took their meal periods. At all relevant times, ELB also failed to pay Good and Aggrieved Employees for all time worked by changing their shift start times to later than they actually occurred, and/or changing their work stop times to earlier than they actually occurred, so as to reduce the number of hours for which Good and the Aggrieved Employees would be compensated. To the extent that this deleted time was straight time, it resulted in failures to pay minimum wage and, to the extent that this deleted time was in excess of eight hours in one workday and/or forty hours in one workweek, it resulted in failures to pay overtime wages. Good has been denied minimum wages for straight time and overtime wages for overtime as a result of ELB's timekeeping practices described in this paragraph.

Failure to Provide Paid Sick Leave

Labor Code § 246(b)(1) requires that employees accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment, subject to certain statutory use and accrual limitations.

Labor Code § 246(i) states,

(i) An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226.

Here, ELB violated the rights of Good and the Aggrieved Employees under these provisions by failing to adopt or implement a sick pay policy that meets the minimum statutory requirements set forth in § 246(b)(1), and by failing to provide them with any written notice of their sick pay accruals in violation of § 246(i).

Failures to Provide Accurate Wage Statements

Labor Code § 226(a) states in pertinent part,

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on

written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

At all relevant times, ELB violated the rights of Good and the Aggrieved Employees under these requirements by providing them with wage statements with at least the following defects: (1) statements that fail to accurately state the amounts of gross and net wages earned as a result of not paying them all earned minimum, overtime, and/or premium wages; (2) statements that fail to accurately state the total hours worked by the employee in the pay period, as a result of not paying them based on actual hours worked; (3) statements that fail to accurately state the number of piece-rate units earned and any applicable piece rates by not listing the number of piece-rate units earned or any applicable piece rates; and (4) statements that fail to accurately list all applicable hourly rates in effect and the corresponding number of hours worked at each rate as a result of not paying minimum, overtime, and/or premium wages as set forth herein.

Failures to Timely Pay Wages

In relevant part, Labor Code § 201(a) states,

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

In relevant part, Labor Code § 202(a) states,

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

In relevant part, Labor Code § 203(a) states,

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is

commenced; but the wages shall not continue for more than 30 days.

In relevant part, Labor Code § 204 states,

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period

ELB violated the rights of Good and the Aggrieved Employees in at least the following ways under these statutes: (1) by failing to pay earned minimum, overtime, and/or premium wages as set forth herein, ELB failed to timely pay them earned wages during employment in violation of Labor Code § 204; and (2) by failing to timely pay all earned minimum, overtime, and/or premium wages to separated Aggrieved Employees in accordance with the timing requirements of Labor Code §§ 201-203.

Unreimbursed Expenses

California law, specifically Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred as a direct consequence of discharging his or her duties or obeying the directions of his or her employer. Here, ELB violated the rights of Good and the Aggrieved Employees as follows under these requirements by not indemnifying them for any use of their personal telephones for Defendants' business purposes as required under § 2802.

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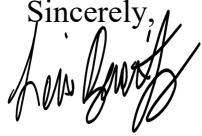
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Conclusion

As indicated above, this letter constitutes the notice required under Labor Code § 2699.3. Insofar as it is directed toward ELB, please be advised that Good intends to seek attorneys' fees and costs, in addition to the maximum civil penalties allowed by the Labor Code, in a civil action if the LWDA declines to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis Benowitz", written over the word "Sincerely,".

Louis Benowitz

cc: Labor and Workforce Development Agency (via online submission)

Isaac Good

ELB US INC.

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