



August 21, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Circular Polymers LLC
c/o CSC – Lawyers Incorporating Service, Agent
2710 Gateway Oaks Drive #150-N
Sacramento, CA 95833

**Re: Jorge Rivera/Circular Polymers LLC
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”), Mr. Jorge Rivera (hereafter “Rivera”) provides notice on behalf of himself and of all individuals currently and formerly employed in California as non-exempt or hourly paid employees (hereafter the “Aggrieved Employees”), by Circular Polymers LLC (hereafter “CIRCULAR POLYMERS”), of violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802. On behalf of himself and all other Aggrieved Employees, Rivera hereby provides this notice to the Labor & Workforce Development Agency and CIRCULAR POLYMERS and its agents and representatives.

At all relevant times, CIRCULAR POLYMERS has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Rivera and the Aggrieved Employees are “employees” within the meaning of Wage Order 1-2001 (hereafter “the Wage Order”) § 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code § 2699, subdivision (c).

STATEMENT OF FACTS

CIRCULAR POLYMERS first began to employ Rivera in or around 2019 to work at its facility located at 3390 Venture Dr., in Lincoln, California. Rivera’s latest job title was “Herbold Operator”. Rivera generally worked Monday through Friday from approximately 12:00 p.m. to 9:00 p.m. Rivera’s employment ended on or around June 27, 2025.

At all relevant times, CIRCULAR POLYMERS issued wages to Rivera and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times, CIRCULAR POLYMERS classified Rivera and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. Rivera's latest rate of pay is approximately \$19.50 per hour.

CIRCULAR POLYMERS failed to pay Rivera and other Aggrieved Employees for all time worked or subject to its control. Rivera often arrived 10–15 minutes earlier than his shift start time to walk to the worksite and prepare his equipment. Furthermore, and to the extent that Rivera and others worked through their meal periods while “off the clock”, they were not compensated for all hours worked, which would be akin to a minimum wage violation.

Due to the above “off the clock” violations, CIRCULAR POLYMERS failed to pay Rivera and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees’ actual work hours, which included the “off the clock” work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the “off the clock” work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments were not factored into employees’ regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

CIRCULAR POLYMERS failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Rivera and the other Aggrieved Employees were entitled. Rivera and the other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Due to the workload, Rivera would not be able to take timely, uninterrupted meal periods before the 5th or 10th hour worked. Although he started his work shift at 12:00 p.m., Rivera would not be able to clock out for meal periods until 5:30 p.m., sometimes as late as 6:00 p.m./6:30 p.m., and at times missed his meal entirely. Moreover, when Rivera and the other Aggrieved Employees took their meal periods, CIRCULAR POLYMERS management/staff would interrupt them with questions about work related matters or their meal periods were cut short due to their workload. Similarly, Rivera and other Aggrieved Employees could not take timely, duty-free 10-minute rest breaks due to workload. At times, Rivera took only one break or none, and his breaks were sometimes interrupted by the night shift supervisor asking about the machines.. As such, the culture as well as the policies and procedures of CIRCULAR POLYMERS did not lend itself to the employees receiving consistent and timely statutory rest breaks and meal breaks wherein they were relieved of all work duties. On information and belief, CIRCULAR POLYMERS did not provide premium wages for these meal and rest break violations; if CIRCULAR POLYMERS did provide premium wages, they were not paid at the correct rate, as explained above.

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CIRCULAR POLYMERS failed to reimburse Rivera and the other Aggrieved Employees for business expenses they incurred in direct consequence of the discharge of their duties. During his employment, Rivera had to purchase steel toe boots and bring and use his own tools in order to fix the machines. However, CIRCULAR POLYMERS did not provide these tools and did not reimburse Rivera and the other Aggrieved Employees for these tool expenses. CIRCULAR POLYMERS also required Rivera and the other Aggrieved Employees to use their own personal cell phones to communicate with management concerning work matters. CIRCULAR POLYMERS did not reimburse Rivera or the other employees for their mobile phone expenses. Accordingly, CIRCULAR POLYMERS was in violation of California Labor Code sections 2800 and 2802.

CIRCULAR POLYMERS failed to pay its employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums. CIRCULAR POLYMERS did not provide Rivera and other Aggrieved Employees accurate, itemized wage statements. Wage statements must include, among other things, total hours worked by the employee. Labor Code § 226(a)(2). CIRCULAR POLYMERS issued wage statements that inaccurately reflected total hours worked, gross and net wages earned, and the number of hours worked at each hourly rate because of CIRCULAR POLYMERS's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). CIRCULAR POLYMERS' failure to maintain accurate records as to the hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

Finally, because CIRCULAR POLYMERS did not properly pay all wages earned as explained herein, CIRCULAR POLYMERS also failed to pay final wages owed to Rivera and other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

For the reasons herein, on behalf of himself and the Aggrieved Employees, Rivera alleges that CIRCULAR POLYMERS committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to CIRCULAR POLYMERS' control, including correctly-calculated overtime wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; and 7) failed to timely pay all wages owed during and upon separation of employment.

Accordingly, Rivera now seeks civil penalties on behalf of himself and the Aggrieved Employees based on CIRCULAR POLYMERS's alleged violations of the California Labor Code and the Wage Order.

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THE WAGE ORDER

The Wage Order applies to “all persons employed in the manufacturing industry whether paid on a time, piece rate, commission, or other basis[.]” § 1. The Wage Order defines “manufacturing industry” to include:

“any industry, business, or establishment operated for the purpose of preparing, producing, making, altering, repairing, finishing, processing, inspecting, handling, assembling, wrapping, bottling, or packaging goods, articles, or commodities, in whole or in part; EXCEPT when such activities are covered by Orders in the: Canning, Preserving, and Freezing Industry; Industries Handling Products After Harvest; Industries Preparing Agricultural Products for Market, on the Farm; or Motion Picture Industry.” § 2(H).

At all relevant times, CIRCULAR POLYMERS engaged in manufacturing of recycled polymer materials. Accordingly, Rivera and the Aggrieved Employees are entitled to the protections afforded by the Wage Order.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at least minimum wages for all time under the employer’s control, overtime wages for hours worked over eight per day or forty per week at one and one-half times the employee’s regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee’s regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

CIRCULAR POLYMERS failed to pay all minimum, regular, and overtime wages to Rivera and other Aggrieved Employees because CIRCULAR POLYMERS did not pay for off-the-clock work and failed to pay overtime wages based on correct regular rates of pay.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee’s regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

CIRCULAR POLYMERS failed to provide Rivera and other Aggrieved Employees with compliant meal periods and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” IWC Wage Order(s), § 12(A). If an employer fails to provide an employee a rest period in accordance with California law, the employer must pay the employee one hour of pay at the employee’s regular rate for each work day a rest period is not provided. IWC Wage Order(s), § 12(B); Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

CIRCULAR POLYMERS failed to authorize and permit Rivera and other Aggrieved Employees to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, “gross wages earned,” “total hours worked by the employee,” “net wages earned,” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Labor Code §§ 226(a)(1), (2), (5), (9).

CIRCULAR POLYMERS did not provide itemized wage statements accurately reflecting Rivera’s and other Aggrieved Employees’ gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

FAILURE TO PROVIDE ACCURATE RECORDS

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 7

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Because CIRCULAR POLYMERS rounded employees’ time worked, did not record off-the-clock work, and interrupted employees’ meal periods, CIRCULAR POLYMERS failed to maintain

accurate records as to the hours worked daily by employees and as to when each work period and meal period began and ended.

FAILURE TO REIMBURSE FOR EXPENSES

Labor Code §§ 1198, 2802, and 2804

An employer must reimburse its employees for their reasonable business-related expenses. Labor Code § 2802. The right to reimbursement cannot be waived. Labor Code § 2804.

CIRCULAR POLYMERS failed to reimburse Rivera and other Aggrieved Employees for their reasonable business-related expenses, including use of their own uniform items (steel toe boots), personal tools and personal cell phones in effectuating their job duties.

**FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT
& UPON SEPARATION**

Labor Code §§ 201-204

An employer must pay “[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, CIRCULAR POLYMERS failed to pay all final wages due to Rivera and other Aggrieved Employees and violated Labor Code Sections 201-204.

CONCLUSION

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Jorge Rivera will seek both reasonable attorneys’ fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,



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