LIPELES
LAW GROUP
APC
1060 Aviation Blvd. Suite 100 ♦ Hermosa Beach, California 90254 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

February 20, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Enovative Group, Inc.
242 Hampton Drive
Venice, California 90291

Re: *Heins v. Enovative Group, Inc.*

This office represents Erik Heins. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq*.

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq*., including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime, minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to reimburse business expenses and to allow inspection of employment records and unfair competition. Plaintiff and Class members were employed by Defendant in the construction industry as hourly non-exempt employees subject to Industrial Welfare Commission Wage Order No. 16.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Enovative Group, Inc. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 16)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendant failed to pay Plaintiff and the Class for any off the clock work they performed.

Defendant required Plaintiff and the Class to regularly perform compensable work for which they did not receive any compensation. Specifically, at all times relevant, Plaintiff and Class members consistently worked hours for which they were not paid because their meal breaks were routinely interrupted and shortened, yet they were required to clock out for meal periods or had their meal periods automatically deducted from their time. Plaintiff and Class members were required to answer emails, radios, and phones during their meal breaks, performing work-related duties without compensation. Plaintiff's and Class members' meal breaks were interrupted approximately 80% of the time, during which they performed work-related duties without compensation.

Additionally, Defendant's timekeeping system was deficient and created opportunities for uncompensated work time. Employees reported their hours on the phone at the end of their job assignments rather than clocking in and out in real time. This deficient timekeeping procedure failed to capture all actual hours worked by Plaintiff and Class members. Without a real-time timekeeping system, Defendant could not and did not accurately track when employees began work, when they took breaks, when breaks were interrupted, and when they completed work.

Further, Defendant maintained a policy or practice whereby Plaintiff and Class members sometimes had to clock out for meal breaks even when they did not actually take those breaks, or their meal breaks were automatically deducted regardless of whether they were actually provided, timely taken, or free from interruption. This auto-deduct policy resulted in Plaintiff and Class members working off the clock during time that was deducted as meal break time.

Defendant knew or should have known that Plaintiff and Class members were working during their meal breaks because Defendant required them to remain available and responsive to communications during these periods. Defendant's management and supervisors regularly contacted employees during meal breaks and expected immediate responses to work-related matters.

Additionally, Plaintiff and Class members were required to use their personal cell phones off the clock for work-related activities, such as communicating with supervisors, management, and the owner regarding work matters.

As a result, and because they improperly treated such off the clock work as non-compensable, Defendant failed to compensate Plaintiff and the Class for such time. Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 511, 1194, 1198; IWC Wage Order No. 16)

Under California law, non-exempt employees as defined by Wage Order No. 16, are entitled to premium wages for overtime worked. Plaintiff and Class members engaged in off the clock work as described above. Because Plaintiff and Class members worked hours beyond 8 per day or 40 per week but were not compensated for off-the-clock time, they were not properly paid overtime for such hours.

Additionally, Defendant's deficient timekeeping system and policies regarding meal and rest breaks resulted in Plaintiff and Class members working hours for which they were not compensated. Due to Defendant's failure to pay for all hours worked, it was the practice and policy of Defendant to not pay employees at appropriate overtime rates. Monies for unpaid overtime remain due and owing.

Throughout Plaintiff's and Class members' employment, Defendant failed and refused to pay compensation to Plaintiff and Class members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order No. 16)

Defendant failed to satisfy minimum wage requirements. As a result of not being afforded compliant meal breaks and rest breaks, Plaintiff and members of the Class were paid less than minimum wage for all hours actually worked. Plaintiff and Class members were required to work off the clock during interrupted and shortened meal breaks and were not afforded compliant rest breaks. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and IWC Wage Order No. 16.

Due to Defendant's deficient timekeeping system and policies, Plaintiff and Class members worked hours for which they were not compensated, resulting in payment below the minimum wage for all hours actually worked.

D. FAILURE TO PROVIDE MEAL PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 16)

Defendant failed to provide compliant meal periods to Plaintiff and Class members in violation of Labor Code § 226.7 and IWC Wage Order No. 16. Plaintiff and Class members' meal breaks were routinely interrupted, shortened, and not provided. Due to workload demands and Defendant's policies and practices, Plaintiff only took approximately 50% of the meal breaks to which he was entitled during his employment. When Plaintiff and Class members did take meal breaks, they were interrupted approximately 80% of the time, preventing them from taking the full, uninterrupted 30-minute meal periods required by law.

Defendant required Plaintiff and Class members to answer emails, radios, and phones during their meal breaks, preventing them from being relieved of all duties as required by California law. Plaintiff and Class members were expected to remain responsive to work-related communications and demands during their meal periods. At times, Plaintiff and Class members were restricted from leaving their work areas during meal breaks, further demonstrating that these breaks were not compliant off-duty meal periods.

Further, Defendant had a deficient timekeeping policy whereby Plaintiff and Class members sometimes had to clock out for meal breaks even when they did not take them, or their meal breaks were automatically deducted regardless of whether they were actually provided, timely taken, or free from interruption. This auto-deduct policy was unlawful and did not account for whether meal periods were actually timely provided, whether employees were able to take their meal periods at all, whether they took meal periods of less than 30 minutes, and whether they were free from interruption for the full 30 minutes. As a result of this policy, Defendant failed to compensate these employees for all time worked when their daily hours were automatically reduced even though employees' meal periods were shortened, interrupted, or not provided at all.

By virtue of Defendant's unlawful failure to provide legally compliant meal periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 16)

Defendant failed to provide compliant rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 16. Plaintiff and Class members were routinely not afforded compliant rest breaks. Defendant's policy and practice did not provide for two 10-minute rest breaks per day as required by law for employees working shifts in excess of six hours. Instead, Plaintiff received only one rest break per day rather than the required two rest breaks (one before the meal period and one after the meal period). Class members who worked shifts requiring two rest breaks were similarly deprived of their legally mandated rest periods.

Additionally, Defendant had a culture and practice that discouraged employees from taking rest breaks. Rest breaks were viewed negatively by management and supervisors, and it was "not seen well" if employees took breaks. This culture created an environment where employees, including Plaintiff and Class members, felt pressured to forgo their rest breaks or limit the number of breaks taken.

When Plaintiff and Class members did take rest breaks, they were interrupted "all the time." Employees were expected to remain available and responsive to work demands even during rest breaks, preventing these breaks from being the uninterrupted, duty-free rest periods required by law. At times, Plaintiff and Class members were restricted from leaving their work areas during rest breaks. Defendant did not provide a system for employees to clock in and out for rest breaks, further demonstrating its failure to ensure that rest breaks were properly provided and tracked.

By virtue of Defendant's unlawful failure to provide compliant rest periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 16)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime compensation, minimum wages and premium pay for meal/rest periods not afforded, were not included in gross wages earned by Plaintiff and members of the Class. The wage statements failed to accurately reflect the total hours worked because they did not account for off-the-clock work performed during interrupted meal breaks, and the wage statements also failed to reflect premium pay owed for non-compliant meal periods and rest periods. Additionally, due to Defendant's deficient timekeeping system and automatic meal period deductions, wage statements did not accurately show the actual hours worked by employees.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, minimum wages and premium pay for meal/rest periods not afforded, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §2802; IWC Wage Order No. 16)

Defendant was aware that Plaintiff and Class members were using their personal cell phones for work-related activities, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff and Class members were required to use their personal cell phones to communicate with supervisors, management, and the owner regarding work matters, and to answer emails, radios, and other communications during work hours and during meal breaks. Additionally, Plaintiff and Class members were required to purchase tools necessary to perform their job duties as Foremen and other non-exempt employees in the air conditioning and mechanical services industry. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class members for their work-related expenses that they incurred in using their personal cell phones and purchasing necessary tools for work-related purposes.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

H. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5; IWC Wage Order No. 16)

On or about February 19, 2026, Plaintiff's counsel issued a written request to Defendant for copies of Plaintiff's personnel and payroll records. Defendant has failed and refused to permit Plaintiff to have access to copies of his records within the statutory thirty (30) day period required by law.

As a result of Defendant's failure and refusal to permit Plaintiff to have full access to his records, Plaintiff will seek injunctive relief and recovery of the statutory penalty of seven hundred fifty dollars ($750) pursuant to Labor Code §1198.5(k).

I. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Order No. 16, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§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 §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

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,

LIPELES LAW GROUP, APC

Kevin A. Lipeles, Esq.