

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff MICHAEL CASAS,
individually, and on behalf of other similarly situated employees
and aggrieved employees pursuant to the California Private Attorneys General Act

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MICHAEL CASAS and RESHAUN HARRIS,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

vs.

ENCORR SHEETS, LLC, a Delaware limited
liability company; and DOES 1 through 25,
inclusive,

Defendants.

Case No. CIVSB2319925

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
3. Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums);
4. Violation of California Labor Code Section 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code Section 246 (Unpaid Sick Time)
6. Violation of California Labor Code Sections 226(a) (Failure to Provide Accurate Wage Statements);
7. Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid);

8. Violation of California Labor Code Sections 2800 and 2802 (Failure to Reimburse Necessary Business Expenses);
9. Violation of California Business and Professions Code Sections 17200, *et seq.* (Unfair and Unlawful Business Practices)
10. Violation of California Labor Code Sections 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (310) 975-1493 / Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (818) 456-6168 / Fax: (888) 505-0868

Attorneys for Plaintiff RESHAUN HARRIS,
individually, and on behalf of other similarly situated employees
and aggrieved employees pursuant to the California Private Attorneys General Act

1 Plaintiffs MICHAEL CASAS (“Plaintiff Casas”) and RESHAUN HARRIS (“Plaintiff Harris”)
2 (together, “Plaintiffs”), individually, and on behalf of other similarly situated employees and aggrieved
3 employees pursuant to the California Private Attorneys General Act (“PAGA”), allege as follows
4 against defendant(s) ENCORR SHEETS, LLC and DOES 1 through 25, inclusive (collectively,
5 “Defendants”):

6 **INTRODUCTION**

7 1. This is a class action to recover damages on behalf of Plaintiffs and all current and
8 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of
9 California at any time during the period from four years prior to the date of the filing of the original
10 Complaint through final judgment (“Class Members”).

11 2. This is also an enforcement action under PAGA to recover civil penalties on behalf of
12 Plaintiffs, the State of California, and all current and former hourly-paid and/or non-exempt employees
13 who worked for Defendants in the State of California at any time from one year prior to Plaintiff
14 Casas’ submission of written notice of Defendants’ alleged violations of the California Labor Code to
15 the Labor & Workforce Development Agency (“LWDA”) through final judgment (“Aggrieved
16 Employees”).

17 3. Plaintiffs allege that Defendants hired Plaintiffs, Class Members, and the Aggrieved
18 Employees but, among other things, failed to properly pay them all wages owed for all time worked
19 (including minimum wages, straight time wages, and overtime wages), failed to provide them with all
20 meal periods and rest periods and associated premium wages to which they were entitled, failed to pay
21 them all sick time, failed to timely pay them all wages due during their employment, failed to timely
22 pay them all wages due upon termination of their employment, failed to provide them with accurate
23 itemized wage statements, and failed to reimburse them for necessary business expenses.

24 4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202,
25 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1197,
26 1197.1, 1198, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”)
27 Wage Order. Through this action, Plaintiffs seek to recover all available remedies including but not
28 limited to actual and liquidated damages and attorney’s fees and costs.

1 **JURISDICTION AND VENUE**

2 5. This class action is brought pursuant to California Code of Civil Procedure section 382
3 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

4 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
5 equitable relief sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and
6 will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California Constitution,
8 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
9 for jurisdiction.

10 8. This Court has jurisdiction over all Defendants because, upon information and belief,
11 Defendants are either citizens of California, have sufficient minimum contacts in California, or
12 otherwise intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play and
14 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
15 solely on California law.

16 9. Venue is proper in this Court because, upon information and belief, Defendants
17 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
18 County of San Bernardino. The majority of the acts, events, and violations alleged herein relating to
19 Plaintiffs occurred in the State of California, County of San Bernardino.

20 **THE PARTIES**

21 10. At all times herein mentioned, Plaintiff Casas was and is a resident of San Bernardino
22 County in the State of California.

23 11. At all times herein mentioned, Plaintiff Harris was and is a resident of San Bernadino
24 County in the State of California.

25 12. At all times herein mentioned, Defendant ENCORR SHEETS, LLC, was and is, upon
26 information and belief, a Delaware limited liability company, and at all times hereinafter mentioned,
27 an employer whose employees are engaged throughout San Bernardino County and the State of
28 California.

1 13. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
2 under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint
3 and serve such fictitiously named Defendants once their names and capacities become known.

4 14. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
5 omissions alleged herein were performed by, or are attributable to, Defendants, each acting as the
6 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
7 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
8 activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent
9 and were in accordance with Defendants' official policy.

10 15. At all relevant times, Defendants were the employers of Plaintiffs within the meaning
11 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
12 working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make
13 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

14 16. Defendants had the authority to hire and terminate Plaintiffs, Class Members, and
15 Aggrieved Employees, to set work rules and conditions governing their employment, and to
16 supervise their daily employment activities.

17 17. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs,
18 Class Members, and Aggrieved Employees' employment for them to be their joint employers.

19 18. Defendants directly hired and paid wages and benefits to Plaintiffs, Class Members,
20 and Aggrieved Employees.

21 19. Defendants continue to employ hourly paid and/or non-exempt employees within the
22 State of California.

23 20. At all relevant times, Defendants, and each of them, ratified each and every act or
24 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
25 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
26 alleged.

27 ///

28 ///

21. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

22. Defendants, jointly and severally, employed Plaintiff Casas from approximately April 2021 to June 2022 and March 2023 to May 2023 as a non-exempt, hourly-paid employee. During his employment with Defendants, Plaintiff Casas was employed as a Stacker Operator and Sheet Line Operator at the 5171 E. Francis St., Ontario, CA 91761 location.

23. Defendants, jointly and severally, employed Plaintiff Harris from approximately September 2023 to August 7, 2024. During his employment with Defendants, Plaintiff Harris has been employed as a Shipping Associate at the 5171 E. Francis St., Ontario, CA 91761 location.

24. Defendants hired Plaintiffs, Class Members, and Aggrieved Employees but failed to properly pay them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest breaks to which they were entitled, failed to pay all sick time, failed to timely pay all wages upon termination of employment, failed to provide accurate wage statements, failed to reimburse necessary business-related expenses, and failed to adhere to other related protections afforded by the California Labor Code and applicable IWC Wage Order.

25. Plaintiffs, Class Members, and Aggrieved Employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that pursuant to California Labor Code sections 1194, 1197, and 1197.1, and the applicable IWC Wage Order, Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving minimum wages

1 for all hours worked.

2 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiffs,
4 Class Members, and Aggrieved Employees, including minimum and overtime wages. Defendants
5 employed a time rounding policy that was not neutral and designed to round time in Defendants' favor,
6 ensuring that Plaintiffs, Class Members, and Aggrieved Employees were at times not paid for all time
7 worked.

8 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
9 should have known that pursuant to California Labor Code sections 226.7 and 512, and the applicable
10 IWC Wage Order, Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive a
11 meal period or payment of one (1) additional hour of pay at their regular rate of compensation when
12 they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a
13 work period of more than five hours per day and that Plaintiffs, Class Members, and Aggrieved
14 Employees were entitled to receive a second meal period or payment of one (1) additional hour of pay
15 at their regular rate of compensation when they were not provided with an uninterrupted second meal
16 period of no less than thirty (30) minutes for a work period of more than ten (10) hours per day.
17 However, Plaintiffs, Class Members, and Aggrieved Employees did not receive all meal periods or
18 payment of one (1) additional hour of pay at their regular rate of compensation when a meal period
19 was missed, shortened, taken late, and/or interrupted.

20 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
21 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
22 Wage Order, Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive all rest
23 periods or payment of one (1) additional hour of pay at their regular rate of compensation when they
24 were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four
25 hours, or major fraction thereof, worked. However, Plaintiffs, Class Members, and Aggrieved
26 Employees did not receive all rest periods or payment of one (1) additional hour of pay at their regular
27 rate of compensation when a rest period was missed, shortened, taken late, and/or interrupted.

28 ///

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in its obligation to provide Plaintiffs, Class Members, and Aggrieved Employees the legally required paid sick days at the legal rate, including all forms of compensation, pursuant to California Labor Code section 246.

32. Plaintiffs' are informed and believe, and based thereon allege, that Defendants knew or should have known that they were required to provide Plaintiffs, Class Members, and Aggrieved Employees with complete and accurate itemized wage statements pursuant to California Labor Code section 226, but failed to do so.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiffs, Class Members, and Aggrieved Employees were entitled to reimbursement for necessary business-related expenses, but, in fact, did not reimburse them for necessary business-related expenses.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, Class Members, and Aggrieved Employees were entitled to receive all wages upon termination of employment, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and that they did not receive payment of all wages upon termination of employment in violation of California Labor Code sections 201 and 202.

CLASS ACTION ALLEGATIONS

35. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

36. The proposed class is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original complaint until final judgment.

37. Plaintiffs reserve the right to establish additional subclasses as appropriate.

1 38. There is a well-defined community of interest in the litigation and the Class is easily
2 ascertainable.

3 39. The Class is so numerous that the individual joinder of all its members is impracticable.
4 While the exact number and identities of Class Members are unknown to Plaintiffs at this time, the
5 exact numbers of Class Members and their identities can be ascertained through appropriate discovery
6 from records maintained by Defendants and their agents.

7 40. Common questions of fact and law exist as to all Class Members, which predominate
8 over any questions affecting only individual members of the Class. The common legal and factual
9 questions which do not vary from Class Member to Class Member and which may be determined
10 without reference to the individual circumstances of any Class Member include, but are not limited to,
11 the following:

- 12 i. Whether Defendants had a policy and practice of failing to pay overtime wages to
13 Plaintiffs and the other Class Members for all overtime hours worked;
- 14 ii. Whether Defendants had a policy and practice of failing to pay minimum wages to
15 Plaintiffs and the other Class Members for all hours worked;
- 16 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
17 Plaintiffs and the other Class Members;
- 18 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
19 Plaintiffs and the other Class Members;
- 20 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
21 the State of California for all hours worked, and for all missed, short, late, and/or
22 interrupted meal periods and rest breaks;
- 23 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
24 accordance with the California Labor Code, was willful;
- 25 vii. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
26 Members within the required time upon their discharge or resignation;
- 27 viii. Whether Defendants failed to comply with wage reporting as required by the California
28 Labor Code; including, *inter alia*, section 226;

- ix. Whether Defendants had a policy and practice of failing to provide payment for sick time to Plaintiffs' and the other Class Members;
- x. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for necessary business-related expenses and costs;
- xi. Whether Defendants' conduct was willful or reckless;
- xii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiv. Whether Plaintiffs and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

41. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other Class Members they seek to represent. Plaintiffs' will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs' intend to prosecute this action vigorously.

42. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Class Member.

///

///

43. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

44. PAGA is and was applicable to Defendants' employment of Plaintiffs and the Aggrieved Employees.

45. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

46. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is any person employed by the alleged violator and against whom one or more of the alleged violations was committed.

47. Plaintiffs and the other hourly-paid, non-exempt employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) because they are current or former employees of Defendants against whom one of more of the alleged violations were committed.

48. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (“LWDA Response”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged

1 violation within sixty (60) calendar days of the postmark date of the Employee's
2 Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not
3 provided within sixty-five (65) calendar days of the postmark date of the Employee's
4 Notice, the aggrieved employee may commence a civil action pursuant to California
5 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
6 which the employee may be entitled.

7 49. On August 21, 2023, Plaintiff Casas provided notice by electronic submission to the
8 LWDA and by certified mail to Defendants regarding the specific provisions of the California Labor
9 Code alleged to have been violated, including the facts and theories to support the alleged violations,
10 pursuant to California Labor Code section 2699.3. **A true and correct copy of Plaintiff Casas'**
11 **Employee's Notice is attached hereto as Exhibit A.**

12 50. On November 22, 2023, Plaintiff Harris provided notice by electronic submission to
13 the LWDA and by certified mail to Defendants regarding the specific provisions of the California
14 Labor Code alleged to have been violated, including the facts and theories to support the alleged
15 violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of Plaintiff**
16 **Harris' Employee's Notice is attached hereto as Exhibit B.**

17 51. Plaintiffs did not receive an LWDA Response within sixty-five (65) calendar days of
18 providing the Employee's Notices.

19 52. Therefore, the administrative prerequisites under California Labor Code section
20 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of,
21 inter alia, California Labor Code sections 201, 202, 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7,
22 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802 have been
23 satisfied.

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 510 AND 1198**

26 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

27 53. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

1 54. California Labor Code section 1198 and the applicable Industrial Welfare Commission
2 IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate
3 of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the
4 number of hours worked by the person on a daily or weekly basis.

5 55. Specifically, the applicable IWC Wage Order provides that Defendants were required
6 to pay Plaintiffs and the other Class Members at the rate of time-and-one-half for all hours worked in
7 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

8 56. The applicable IWC Wage Order further provides that Defendants were required to pay
9 Plaintiffs and the other Class Members overtime compensation at a rate of two (2) times their regular
10 rate of pay for all hours worked in excess of twelve (12) hours in a day.

11 57. California Labor Code section 510 codifies the right to overtime compensation at one-
12 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
13 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
14 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
15 in a day or in excess of eight (8) hours in a day on the seventh day of work.

16 58. During the relevant time period, Plaintiffs and the other Class Members regularly
17 worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess
18 of forty (40) hours in a week. However, Defendants did not record Plaintiffs and the other Class
19 Members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed
20 to Plaintiffs and the other Class Members and failed to pay one-and-one half times the regular hourly
21 rate for overtime hours. Defendants' failure to pay overtime wages included, *inter alia*, amongst other
22 things, requiring Plaintiffs and the other Class Members to perform work off-the-clock. This off-the-
23 clock work included, amongst other things, requiring Plaintiffs and the other Class Members to
24 monitor the quality standards of final sheet products and clean the machinery and facility.

25 59. Defendants' failure to pay Plaintiffs and the other Class Members as outlined above
26 violates California Labor Code sections 510 and 1198 and is therefore unlawful.

27 ///

28 ///

60. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1194, 1197, AND 1197.1

(Against ENCORR SHEETS, LLC and DOES 1-25)

61. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

62. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs and the other Class Members were not paid the appropriate minimum wage for all of the hours they worked. Plaintiffs and the other Class Members were not paid the minimum wage for work performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to pay Plaintiffs and the other Class Members for time spent working “off-the-clock” performing duties including, but not limited to, amongst other things, requiring Plaintiffs and the other Class Members to monitor the quality standards of final sheet products and clean the machinery and facility. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs and the other Class Members for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

63. Defendants' failure to pay Plaintiffs and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney's fees.

64. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226.7 AND 512**

3 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

4 65. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 66. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
7 Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and the other Class Members'
8 employment by Defendants.

9 67. At all relevant times herein set forth, California Labor Code section 226.7 provides that
10 no employer shall require an employee to work during any meal period mandated by an applicable
11 IWC Order.

12 68. At all relevant times herein set forth, California Labor Code section 512(a) provides
13 that an employer may not require, cause, or permit an employee to work for a period of more than five
14 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
15 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
16 the meal period may be waived by mutual consent of both the employer and the employee.

17 69. During the relevant time period, Plaintiffs and the other Class Members who were
18 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
19 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
20 without an uninterrupted meal period of not less than thirty (30) minutes.

21 70. During the relevant time period, Plaintiffs and the other Class Members
22 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
23 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
24 minutes.

25 71. During the relevant time period, Plaintiffs and the other Class Members,
26 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
27 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
28 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of

1 not less than thirty (30) minutes.

2 72. During the relevant time period, Plaintiffs and the other Class Members,
3 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
4 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
5 thirty (30) minutes.

6 73. During the relevant time period, Defendants willfully required Plaintiffs and the other
7 Class Members to work during meal periods and failed to compensate Plaintiffs and the other Class
8 Members for work performed during meal periods. As a result, Plaintiffs worked through meal
9 periods, took late meal periods, took interrupted meal periods, or took short meal periods, if at all.

10 74. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class
11 Members all meal period premiums due pursuant to California Labor Code section 226.7 and
12 512. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor Code
13 sections 226.7 and 512(a).

14 75. Pursuant to the applicable IWC Wage Order and California Labor Code section
15 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
16 additional hour of pay at their regular rate of compensation for each work day that a meal
17 period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 226.7**

20 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

21 76. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

23 77. At all relevant times herein set forth, the applicable IWC Wage Order and California
24 Labor Code section 226.7 were applicable to Plaintiffs and the other Class Members' employment by
25 Defendants.

26 78. At all relevant times, California Labor Code section 226.7 provides that no employer
27 shall require an employee to work during any rest period mandated by an applicable order of the
28 California IWC.

1 79. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
2 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
3 the middle of each work period” and that the “rest period time shall be based on the total hours worked
4 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
5 total daily work time is less than three and one-half (3½) hours.

6 80. Pursuant to the applicable IWC Wage Order and California Labor Code section
7 226.7(b), Plaintiffs and the other Class Members were entitled to recover from Defendants one (1)
8 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period
9 was not provided.

10 81. During the relevant time period, Defendants required Plaintiffs and the other Class
11 Members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
12 minute rest period per each four (4) hour period, or major fraction thereof, worked.

13 82. During the relevant time period, Defendants willfully required Plaintiffs and the other
14 Class Members to work during rest periods. Defendants failed to relieve Plaintiffs and the other Class
15 Members of all duties such that they could take compliant rest breaks. As a result, Plaintiffs worked
16 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
17 at all.

18 83. Defendants also had no policy and/or practice to pay a premium when rest periods were
19 missed, short, late, and/or interrupted and thus failed to pay Plaintiffs and the other Class Members
20 the full rest period premium due in violation of California Labor Code section 226.7.

21 84. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
22 Code section 226.7.

23 85. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(c), Plaintiffs and the other Class Members are entitled to recover from Defendants one
25 additional hour of pay at their regular rate of compensation for each work day that a rest period was
26 not provided.

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 246**

3 **(AGAINST ENCORR SHEETS, LLC, AND DOES 1-25)**

4 86. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 87. This cause of action is brought pursuant to California Labor Code sections 246, 558,
7 1194.2, 1197.1, 1198, and 1199 which provide that “[a]n employee who, on or after July 1, 2015,
8 works in California for the same employer for 30 or more days within a year from the commencement
9 of employment is entitled to paid sick days...at the rate of not less than one hour per every 30 hours
10 worked, beginning at the commencement of employment.”

11 88. At all times relevant herein, Defendants were required to properly pay Plaintiffs and
12 the Class Members for all sick time pursuant to California Labor Code section 246 and the applicable
13 IWC Wage Orders.

14 89. California Labor Code section 246(1)(1) provides that paid sick time for non-exempt
15 employees must be “calculated in the same manner as the regular rate of pay for the workweek in
16 which the employee uses paid sick time, whether or not the employee actually works overtime in that
17 workweek.” Additionally, California Labor Code section 246(1)(2) states that the paid sick time must
18 be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the
19 employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Finally,
20 California Labor Code section 246(i) requires employers to “provide an employee with written notice
21 that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in
22 lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226
23 or in a sperate writing provided on designated pay date with the employee’s payment of wages.”

24 90. Defendants failed in their obligation to provide Plaintiffs and the Class Members the
25 legally required paid sick days at the legal rate pursuant to California Labor Code sections 246(a), (b).
26 Plaintiffs and the Class Members were not paid at the correct “regular rate of pay.”

27 ///

28 ///

1 91. The foregoing policies and practices are unlawful and create entitlement to recovery by
2 Plaintiffs and the Class Members in a civil action for the unpaid amount of wages, including interest
3 thereon, statutory penalties, attorneys' fees, and costs of suit according to the California Labor Code.

4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 226(a)**

6 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

7 92. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
8 allegations in all preceding paragraphs.

9 93. At all material times set forth herein, California Labor Code section 226(a) provides
10 that every employer shall furnish each of their employees an accurate itemized wage statement in
11 writing, including, but not limited to, the name and address of the legal entity that is the employer,
12 total hours worked, and all applicable hourly rates.

13 94. Defendants have intentionally and willfully failed to provide Plaintiffs and the other
14 Class Members with complete and accurate wage statements. The deficiencies include, among other
15 things, the failure to state all hours worked and the failure to state all hourly rates.

16 95. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs
17 and the other Class Members have suffered injury and damage to their statutorily protected rights.

18 96. Specifically, Plaintiffs and the other Class Members have been injured by Defendants'
19 intentional violation of California Labor Code section 226(a) because they were denied both their legal
20 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
21 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
22 number of total hours worked on wage statements, Plaintiffs and the other Class Members been
23 prevented by Defendants from determining if all hours worked were paid and the extent of the
24 underpayment. Plaintiffs had to file this lawsuit, and will further have to conduct discovery,
25 reconstruct time records, and perform computations in order to analyze whether in fact Plaintiffs and
26 the other Class Members were paid correctly and the extent of the underpayment, thereby causing
27 Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and
28 incur these costs had Defendants provided the accurate number of total hours worked. This has also

1 delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

2 97. Plaintiffs' and the other Class Members are entitled to recover from Defendants the
3 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
4 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

5 **SEVENTH CAUSE OF ACTION**

6 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 201, 202, AND 203**

7 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

8 98. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
9 allegations in all preceding paragraphs.

10 99. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
11 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
12 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
13 at the time of discharge are due and payable immediately. California Labor Code section 202
14 mandates that if an employee quits, his or her wages shall become due and payable not later than
15 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his
16 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
17 quitting.

18 100. California Labor Code section 203 provides that if an employer willfully fails to pay,
19 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
20 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
21 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
22 continue for more than thirty (30) days.

23 101. At the time that Plaintiffs and the other Class Members' employment with Defendants
24 ended, Defendants knowingly and willfully failed to pay Plaintiffs and the other Class Members all
25 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
26 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
27 wages.

28 ///

1 102. As a result, Plaintiffs and the other Class Members are entitled to all available
2 statutory penalties, including the waiting time penalties provided in California Labor Code section
3 203, together with interest thereon, as well as other available remedies.

4 **EIGHTH CAUSE OF ACTION**

5 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2800 AND 2802**

6 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

7 103. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
8 allegations in all preceding paragraphs.

9 104. Pursuant to California Labor Code sections 2800 and 2802, an employer must
10 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
11 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
12 consequence of his or her obedience to the directions of the employer.

13 105. Plaintiffs and the other Class Members incurred necessary business-related expenses
14 and costs that were not fully reimbursed by Defendants, including, but not limited to, the purchase of
15 steel-toed boots and the purchase and maintenance of clothing for work-related purposes.

16 106. Defendants intentionally and willfully failed to reimburse Plaintiffs and the other Class
17 Members for all necessary business-related expenses and costs. Plaintiffs and the other Class Members
18 are entitled to recover from Defendants their business-related expenses and costs incurred during the
19 course and scope of his employment, plus interest accrued from the date on which Plaintiffs and the
20 other Class Members incurred the necessary expenditures at the same rate as judgments in civil actions
21 in the State of California.

22 **NINTH CAUSE OF ACTION**

23 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE**

24 **SECTIONS 17200, *ET. SEQ.***

25 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

26 107. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 ///

1 108. Each and every one of Defendants' acts and omissions in violation of the California
2 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
3 Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay
4 minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure
5 and refusal to provide required rest periods, Defendants' failure and refusal to furnish accurate
6 itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses, and
7 Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business
8 practice under California Business and Professions Code sections 17200, et seq.

9 109. Defendants' violations of California wage and hour laws constitute an unfair and
10 unlawful business practice because Defendants' aforementioned acts and omissions were done
11 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs
12 and the other Class Members.

13 110. Defendants have avoided payment of overtime wages, minimum wages, meal period
14 premiums, rest period premiums, and other benefits as required by the California Labor Code, the
15 California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed
16 to record, report, and pay the correct sums of assessment to the state authorities under the California
17 Labor Code and other applicable regulations.

18 111. As a result of Defendants' unfair and unlawful business practices, Defendants have
19 reaped unfair and illegal profits during Plaintiffs and the other Class Members' tenure at the expense
20 of Plaintiffs, the other Class Members, and members of the public. Defendants should be made to
21 disgorge its ill-gotten gains and to restore them to Plaintiffs and the other Class Members.

22 112. Defendants' unfair and unlawful business practices entitle Plaintiffs and the other Class
23 Members to seek preliminary and permanent injunctive relief, including but not limited to orders that
24 Defendants account for, disgorge, and restore to Plaintiffs and the other Class Members the wages and
25 other compensation unlawfully withheld from them. Plaintiffs and the other Class Members are
26 entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof
27 at the time of trial.

28 ///

1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2698, *ET SEQ.***

3 **(Against ENCORR SHEETS, LLC and DOES 1-25)**

4 113. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 114. Plaintiffs bring this action on a representative basis on behalf of other Aggrieved
7 Employees and the State of California, in Plaintiffs' capacity as private attorney generals pursuant to
8 the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

9 115. PAGA expressly provides for a private right of action to recover civil penalties for
10 violations of the California Labor Code as follows: "Notwithstanding any other provisions of law,
11 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through civil
14 action brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures specified in Section 2699.3" Cal. Lab. Code § 2699(a).

16 116. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
17 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
18 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

19 117. Plaintiffs and the other hourly paid, non-exempt employees are "Aggrieved
20 Employees" as defined by California Labor Code section 2699(c) in that they are current or former
21 employees of Defendants, and one or more of the alleged violations were committed against them.

22 118. Defendants' conduct, as alleged herein, violates numerous sections of the California
23 Labor Code, including, but not limited to, the following:

- 24 a. Violation of California Labor Code sections 510 and 1198 for unpaid overtime, as set
25 forth more fully above;
- 26 b. Violation of California Labor Code section 1194, 1197, and 1197.1 for unpaid
27 minimum wages, as set forth more fully above;

28 ///

- c. Violation of California Labor Code section 226.7 and 512 for unpaid meal period premiums, as set forth more fully above;
- d. Violation of California Labor Code section 226.7 for unpaid rest period premiums, as set forth more fully above;
- e. Violation of California Labor Code section 246 for unpaid sick time, as set forth more fully above;
- f. Violation of California Labor Code section 226(a) for failure to provide accurate wage statements, as set forth more fully above;
- g. Violation of California Labor Code section 201, 202, and 203 for final wages not timely paid, as set forth more fully above;
- h. Violation of California Labor Code section 2800 and 2802 for failure to reimburse necessary business expenses, as set forth more fully above;

119. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiffs, acting in the public interest as private attorney generals, seek assessment and collection of civil penalties for Plaintiffs, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1997.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

120. Pursuant to California Labor Code section 26699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the Aggrieved Employees.

121. Plaintiffs' retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

DEMAND FOR JURY TRIAL

1 Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

2 **PRAYER FOR RELIEF**

3 Plaintiffs, on behalf of themselves and all others similarly situated, pray for relief and judgment
4 against Defendants, jointly and severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action as to the first nine causes of action;
7 2. That Plaintiffs be appointed as the representatives of the Class as to the first nine causes
8 of action;
9 3. That counsel for Plaintiffs be appointed as Class Counsel; and
10 4. That Defendants provide to Class Counsel, immediately, the names and most
11 current/last known contact information (address, e-mail, and telephone numbers) of all Class
12 Members.

13 **As to the First Cause of Action**

- 14 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
15 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
16 wages due to Plaintiffs and the other Class Members;
17 6. For general unpaid wages at overtime wage rates and such general and special damages
18 as may be appropriate;
19 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
20 date such amounts were due;
21 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
22 Labor Code section 1194; and
23 9. For such other and further relief as the Court may deem just and proper.

24 **As to the Second Cause of Action**

- 25 10. That the Court declare, adjudge, and decree that Defendants violated California Labor
26 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the
27 other Class Members;
28 11. For general unpaid wages and such general and special damages as may be appropriate;

12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other Class Members in the amount as may be established according to proof at trial;

13. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

15. For liquidated damages pursuant to California Labor Code section 1194.2; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and the applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods), to Plaintiffs and the other Class Members;

18. That the Court make an award to Plaintiffs and the other Class Members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

22. For reasonable attorneys' fees and costs of suit incurred herein; and

23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause Action

24. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other Class Members;

25. That the Court make an award to Plaintiffs and the other Class Members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

26. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 27. For premium wages pursuant to California Labor Code section 226.7(c);
2 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
3 and
4 29. For such other and further relief as the Court may deem just and proper.

5 **As to the Fifth Cause of Action**

6 30. That the Court declare, adjudge, and decree that Defendants violated California Labor
7 Code section 246 by willfully failing to pay sick time to Plaintiffs and the other Class Members as
8 required by California Labor Code sections 246, 1198, and 1199;

- 9 31. For actual, consequential, and incidental losses and damages, according to proof;
10 32. For reasonable attorneys' fees and cost of suit incurred herein; and
11 33. For such other further relief as the Court may deem just and proper.

12 **As to the Sixth Cause of Action**

13 34. That the Court declare, adjudge, and decree that Defendants violated the record keeping
14 provisions of California Labor Code section 226(a) and the applicable IWC Wage Orders as to
15 Plaintiffs and the other Class Members, and willfully failed to provide accurate itemized wage
16 statements thereto;

- 17 35. For actual, consequential, and incidental losses and damages, according to proof;
18 36. For statutory penalties pursuant to California Labor Code section 226(e);
19 37. For injunctive relief to ensure compliance with this section, pursuant to California
20 Labor Code section 226(g); and

- 21 38. For such other and further relief as the Court may deem just and proper.

22 **As to the Seventh Cause of Action**

23 39. That the Court declare, adjudge, and decree that Defendants violated California Labor
24 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
25 termination of the employment of Plaintiffs and the other Class Members no longer employed by
26 Defendants;

- 27 40. For all actual, consequential, and incidental losses and damages, according to proof;

28 ///

1 41. For statutory wage penalties pursuant to California Labor Code section 203 for
2 Plaintiffs and the other Class Members who have left Defendants' employ;

3 42. For pre-judgment interest on any unpaid compensation from the date such amounts
4 were due; and

5 43. For such other and further relief as the Court may deem just and proper.

6 **As to the Eighth Cause of Action**

7 44. That the Court declare, adjudge, and decree that Defendants violated California Labor
8 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other Class Members
9 for all necessary business-related expenses as required by California Labor Code sections 2800 and
10 2802;

11 45. For actual, consequential, and incidental losses and damages, according to proof;

12 46. For the imposition of civil penalties and/or statutory penalties;

13 47. For reasonable attorneys' fees and costs of suit incurred herein; and

14 48. For such other and further relief as the Court may deem just and proper.

15 **As to the Ninth Cause of Action**

16 49. That the Court declare, adjudge, and decree that Defendants violated the
17 following California Labor Code sections as to Plaintiffs and the other Class Members: 510 and 1198
18 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7
19 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 246 (by failing
20 to pay sick time); 226(a) (by failing to provide accurate wage statements); 201, 202, and 203 (by
21 failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-
22 related expenses);

23 50. For restitution of unpaid wages to Plaintiffs and all the other Class Members and all
24 pre-judgment interest from the day such amounts were due and payable;

25 51. For the appointment of a receiver to receive, manage, and distribute any and all funds
26 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
27 result of violation of California Business and Professions Code sections 17200, *et seq.*;

28 ///

1 52. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
2 Code of Civil Procedure section 1021.5; and

3 53. For injunctive relief to ensure compliance with this section, pursuant to California
4 Business and Professions Code sections 17200, *et seq.*

5 **As for the Tenth Cause of Action**

6 54. For the imposition of civil penalties pursuant to California Labor Code sections 2699,
7 210, 558, 226, 226.3, 1174.5, and 1197.1, and all other penalties allowed by the California Labor Code
8 and/or other applicable statutes.

9 55. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
10 of the California Labor Code; and

11 56. For such other and further as the Court may deem proper.

12 Dated: July 21, 2025

BLACKSTONE LAW, APC

13
14 By: 

Alexandra Rose, Esq.
Attorneys for Plaintiff MICHAEL CASAS

15
16 Dated: July 21, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

17
18
19 By: /s/ Mehrdad Bokhour

Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff RESHAUN HARRIS

EXHIBIT A

August 21, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Michael Casas v. EnCorr Sheets, LLC*

Dear Representative:

This office represents Michael Casas (“Claimant”) with respect to his claims under the California Labor Code against EnCorr Sheets, LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately April 2021 to June 2022 and March 2023 to May 2023 as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Stacker Operator and Sheet Line Operator at the 5171 E. Francis St., Ontario, CA 91761 location.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3, and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including, *inter alia*, IWC Wage Order No. 1-2001. The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Order No. 1-2001 require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Order No. 1-2001 further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to monitor the quality standards of final sheet products and clean the machinery and facility. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in a week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys'

fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete, and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other

Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (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, and (8) the name and

address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 1-2001 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include, but are not limited to, the purchase of steel-toed boots and the purchase and maintenance of clothing for work-related purposes.

Accordingly, Employers violated IWC Order No. 1-2001 and California Labor Code sections

2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages, and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. 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 Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of himself, the State of California, and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Laura E. Gorman, Esq.
SCHWARZ PARTNERS
10 W Carmel Drive, Suite 300
Carmel, Indiana 46032

Attorneys for EnCorr Sheets, LLC

EXHIBIT B



MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 450
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

November 22, 2023

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

ENCORR SHEETS, LLC
10 W CARMEL DR.
CARMEL, IN 46032

CC: 1505 Corporation
CSC - LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DR., SUITE 150
SACRAMENTO, CA 958

Re: Reshaun Harris v. EnCorr Sheets, LLC.
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office, along with Falakassa Law, P.C., represent Reshaun Harris (hereinafter "Mr. Harris") and a proposed group of current and former non-exempt employees working for EnCorr Sheets, LLC. (hereinafter "EnCorr Sheets") and any of its affiliated, predecessor and/or merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1199, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online and a copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Mr. Harris wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following group of "aggrieved employees":

All current and former non-exempt employees who work or worked for EnCorr Sheets LLC, in California, during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

EnCorr Sheets is a manufacturer of corrugated packaging.

Mr. Harris was employed by EnCorr Sheets as a non-exempt employee with the title of “Shipping” beginning on September 18, 2023. Mr. Harris and other aggrieved employees (including, Forklift Operator, Maintenance Electrician, Operator, Entry Level Laborer, Drivers, and all other non-exempt positions) were responsible for all aspects of EnCorr Sheets’s business in the State of California.

At all relevant times, Mr. Harris and other aggrieved employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Mr. Harris alleges that other aggrieved employees were also subjected to the same policies, procedures, and practices, working conditions, and corresponding wage and hour violations to which she was subjected during her employment.

First, at all relevant times, Mr. Harris and other aggrieved employees worked regular shifts that lasted longer than 8.0 hours in a workday and resulted aggrieved employees regularly working more than 40 hours in a workweek. However, Mr. Harris and other aggrieved employees were not properly paid at the correct overtime rate for all overtime hours worked due to EnCorr Sheets’s uniform failure to include all forms of compensation/renumeration, including, but not limited to, commissions, shift differentials, incentives, bonuses, and all other forms of renumeration in calculating the “regular rate of pay” for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have held that regularly paid non-discretionary Shift Premium Pay/Bonuses must be included in determining an employee’s “regular rate of pay” for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the “regular rate of compensation”]; see *Walling v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. (“The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an actual fact. Once the parties have decided upon the amount of wages and the mode of payment the determination of the regular rate becomes a matter of mathematical computation, the result of which is unaffected by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110 (“production bonus”) and 778.111 (“piece-rate”).)

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12.0)

hours in a workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half (1 1/2) their regular rate of pay, EnCorr Sheets willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Based on the foregoing Labor Code violations, Mr. Harris seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Furthermore, at all relevant times, EnCorr Sheets also failed in its obligation to provide Mr. Harris and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code § 246(i) requires employers to "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."

Here, at all relevant times, EnCorr Sheets failed in its obligation to provide Mr. Harris and other aggrieved employees the legally required paid sick days at the legal rate, including all forms of compensation, pursuant to Labor Code §§ 246(a),(b). As such, EnCorr Sheets paid sick time below his base rate of pay, rather than the "regular rate of pay" as required by Labor Code §§ 246(l)(1-2). Based on the foregoing Labor Code violations, Mr. Harris seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Furthermore, at all relevant times, Mr. Harris and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to

EnCorr Sheets's uniform meal period policies/practices and work demands, Mr. Harris and other aggrieved employees were often unable to take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. In addition, Mr. Harris and other aggrieved employees were often unable to take a second 30 minute uninterrupted and timely meal period for shifts in excess of 10.0 hours. In addition, for each missed or non-compliant meal period, EnCorr Sheets failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

Accordingly, due to EnCorr Sheets's uniform meal period practices, Mr. Harris and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders, and are entitled to penalties under Labor Code § 2698 *et seq.*

Moreover, at all relevant times, Mr. Harris and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due to EnCorr Sheets's uniform rest period policies/practices, operational requirements, and work demands. As a result, Mr. Harris and other aggrieved employees were and are often unable to take a net 10-minute duty free rest periods for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours, and a third rest period for shifts in excess of 10 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, EnCorr Sheets failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employers' assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id.* at 273. Each time Mr. Harris and other aggrieved employees were unable to take a compliant rest period, EnCorr Sheets failed and continues to fail to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to EnCorr Sheets's uniform rest period policies/practices and work demands, Mr. Harris and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

As a result of EnCorr Sheets's failure to pay Mr. Harris and other aggrieved employees for all hours they were subject to the control of EnCorr Sheets, including all, overtime, sick pay wages, and EnCorr Sheets's failure to pay for meal and rest period premiums at the "regular rate of pay," EnCorr Sheets issued wage statements which failed to accurately identify the gross wages earned,

the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.”

Thus, for the violations of Labor Code section 226 described above, Mr. Harris and other aggrieved employees may also recover Labor Code § 226.3 penalties for EnCorr Sheets’s violations of Labor Code § 226(a). Consequently, because EnCorr Sheets failed to comply with Labor Code § 226(a), Mr. Harris and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) and/or 2698 *et seq.*

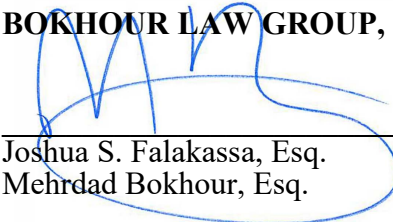
Finally, because of, EnCorr Sheets’s failure to pay all, overtime, sick pay wages, and meal and rest period premiums at the “regular rate of pay,” EnCorr Sheets also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 and/or 2698 *et seq.*

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Mr. Harris may thereafter pursue his interests and the interests of similarly aggrieved employees with a civil complaint against EnCorr Sheets for its violations of the California Labor Code and applicable Wage Orders.

While it is our intent to pursue a PAGA representative and/or Class Action lawsuit against EnCorr Sheets for unpaid wages and civil penalties under Labor Code § 2699, it is our firms’ policy to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If EnCorr Sheets is interested in attempting to resolve this matter, please contact me or have your lawyer contact our office so that we can discuss an informal discovery plan and the possibility of early mediation on or before **January 21, 2024**.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.



Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.