Electronically Filed Superior Court of CA County of Contra Costa 12/5/2025 2:04 PM By: C. Padilla, Deputy

SUMMONS ISSUED

Melissa Yoest, SBN 343313
2180 Harvard St. Ste 100
Sacramento, CA 95815
TEL: 916.584.0871
FAX: 916.745.8844
melissa@yoestlaw.com

TIMOTHY B. DEL CASTILLO (SBN: 277296)
tdc@castleemploymentlaw.com
KENT L. BRADBURY (SBN: 279402)
kb@castleemploymentlaw.com
LISA L. BRADNER (SBN: 197952)
lb@castleemploymentlaw.com
BRYCE Q. FICK (SBN: 322951)
bf@castleemploymentlaw.com
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122
Attorneys for Plaintiff JAIRO SALAZAR

Per local Rule, This case is assigned to Judge Reyes, Benjamin T, II, for all purposes.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

JAIRO SALAZAR, as an aggrieved employee pursuant to the Private Attorneys General Act (PAGA)

vs.

THORPE DESIGN, INC and DOES 1 through 20, inclusive,

Defendants.

/

Case No.: C25-03595

COMPLAINT FOR DAMAGES:

1. **Civil Penalties Pursuant to PrivateAttorney General Act, Labor Code §2698 et seq**

DEMAND FOR JURY TRIAL

AMOUNT DEMANDED EXCEEDS $25,000

Processed by Court on 12/10/2025 11:08 AM

Plaintiff JAIRO SALAZAR ("Plaintiff") hereby files this Complaint against Defendant THORPE DESIGN, INC., and DOES 1 to 20, inclusive, (hereinafter collectively referred to as "Defendants"). Plaintiff alleges the following:

PARTIES AND JURISDICTION

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698, *et seq.*, to recover civil penalties on behalf of Plaintiff, the State of California, and other current and former non-exempt employees who worked for Defendant in California and who suffered at least one violation of the Labor Code as set forth in this complaint, at any time between September 30, 2024, and the date of judgment (the "PAGA Period").

2. Plaintiff JAIRO SALAZAR is an individual over the age of eighteen (18) and is now, and at all times mentioned in this Complaint was, a resident of the State of California.

3. Plaintiff is a former employee of Defendant, having worked as a non-exempt fire sprinkler installer from approximately September 2024 to May 2025. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by Defendant and personally suffered each of the violations alleged herein.

4. Plaintiff is informed and believes, and thereon alleges, that Defendant THORPE DESIGN, INC. is, and at all relevant times was, a corporation organized and existing under the laws of the State of California, conducting business within the State of California. Plaintiff is informed and believes, and thereon alleges, that Defendant THORPE DESIGN, INC.'s principal place of business is located at 410 Beatrice Ct, Suite A, Brentwood, California 94513. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, alter ego, and/or joint employer of the remaining Defendants and was acting within the course and scope of that relationship.

5. The true names and capacities of the defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities when they have been determined. Plaintiff is informed and believes, and thereon

alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged.

6. This Court has jurisdiction in this matter under the California Constitution, Article VI, section 10, and California Labor Code section 2698, *et seq.*

7. Venue is proper in the Superior Court for the County of Contra Costa pursuant to California Code of Civil Procedure sections 395(a) and 395.5, in that some or all of the wrongful acts and violations of law asserted herein occurred within Contra Costa County, and Defendant THORPE DESIGN, INC.'s principal place of business is located in Contra Costa County.

8. On or about September 30, 2025, Plaintiff, through his counsel, provided written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants via certified U.S. Mail, outlining the facts and theories supporting the violations of the Labor Code alleged herein, pursuant to California Labor Code section 2699.3.

9. The LWDA did not provide notice to Plaintiff or his counsel within sixty-five (65) calendar days of the postmark date of Plaintiff's PAGA Notice that it intends to investigate the alleged violations. Accordingly, Plaintiff has exhausted his administrative remedies under PAGA and is entitled to commence a civil action to recover civil penalties on behalf of himself, other aggrieved employees, and the State of California, pursuant to California Labor Code sections 2699(a) and 2699.3(a)(2)(A).

FACTS COMMON TO ALL CAUSES OF ACTION

10. Defendant employed Plaintiff JAIRO SALAZAR as a non-exempt fire sprinkler installer. Plaintiff was paid an hourly wage. Plaintiff's employment with Defendant commenced in or around September 2024 and continued until approximately May 2025.

11. Plaintiff brings this action on behalf of himself and all other current and former non-exempt employees who worked for Defendant in California during the PAGA Period (collectively, "Aggrieved Employees").

12. Throughout the PAGA Period, Defendant engaged in a pattern and practice of violating the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders with

respect to Plaintiff and Aggrieved Employees. These violations include, but are not limited to, the following:

13. Failure to Provide Meal Periods: Defendant failed to provide Plaintiff and Aggrieved Employees with uninterrupted, duty-free meal periods of at least thirty (30) minutes for every five (5) hours worked, as required by California Labor Code sections 226.7 and 512, and the applicable IWC Wage Order No. 16-2001. Plaintiff and Aggrieved Employees regularly missed meal periods, had meal periods provided late, or had their meal periods skipped due to heavy workloads and job site inspections. Defendants failed to pay Plaintiff and Aggrieved Employees the required one additional hour of pay at their regular rate of compensation for each workday that a meal period was not provided in accordance with the law.

14. Failure to Authorize and Permit Rest Periods: Defendant failed to authorize and permit Plaintiff and Aggrieved Employees to take paid, off-duty rest periods of at least ten (10) minutes for every four (4) hours worked, or a major fraction thereof, as required by California Labor Code section 226.7 and the applicable IWC Wage Order. Due to workload demands, rest periods were frequently missed. Defendant failed to pay Plaintiff and Aggrieved Employees the required one additional hour of pay at their regular rate of compensation for each workday that a rest period was not provided in accordance with the law.

15. Failure to Pay Minimum and Overtime Wages: Defendant failed to pay Plaintiff and Aggrieved Employees for all hours worked, including minimum wages and overtime wages. This resulted from, among other things, a policy and practice of having employees manually record the same number of hours on their timecards each day, regardless of the actual hours worked, because overtime was "strictly scrutinized." As a result, Plaintiff and Aggrieved Employees performed uncompensated, off-the-clock work and were not paid all minimum and overtime wages earned in violation of California Labor Code sections 510, 1194, 1197, and 1197.1.

16. Failure to Reimburse Necessary Business Expenses: Defendant required Plaintiff and Aggrieved Employees to incur necessary business-related expenses without reimbursement, in violation of California Labor Code section 2802. Specifically, Plaintiff and Aggrieved Employees were required

to use their personal cellular telephones for work purposes—including sending and receiving job-related emails, photographs, and plans, and making work-related calls—without reimbursement. Defendants also required Plaintiff and Aggrieved Employees to use their personal vehicles to travel to and from various job sites without reimbursement.

17. Failure to Keep Accurate Payroll Records: Defendant failed to keep accurate payroll records showing all hours worked daily by Plaintiff and Aggrieved Employees and the wages paid to them, in violation of California Labor Code section 1174(d). These records were inaccurate because they did not reflect all hours actually worked, including off-the-clock work and overtime hours.

18. Failure to Provide Accurate Itemized Wage Statements: As a consequence of the foregoing violations, Defendant failed to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements in compliance with California Labor Code section 226(a). These wage statements failed to accurately show, among other things, total hours worked, and did not include premium payments owed for missed meal and rest periods or all compensation due.

19. Failure to Timely Pay All Wages Due Upon Separation: Upon separation from employment, Defendant failed to timely pay Plaintiff and other Aggrieved Employees all wages due, including but not limited to, unpaid minimum wages, overtime wages, and meal and rest period premiums, in violation of California Labor Code sections 201, 202, and 203.

20. Failure to Pay Wages Timely During Employment: By failing to pay all earned wages, including overtime and premium payments, on designated paydays, Defendant failed to pay Plaintiff and Aggrieved Employees their full compensation at the required intervals in violation of Labor Code section 204.

21. Failure to Provide Payroll and Personnel Records Upon Request: On or about June 26, 2025, Plaintiff requested a complete copy of his personnel and payroll records. Defendant failed to produce these records within the statutory deadlines of twenty-one (21) days for payroll records and thirty (30) days for personnel records, in violation of Labor Code sections 226(f) and 1198.5(b).

22. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that they were required to comply with the aforementioned provisions of the California Labor Code and applicable IWC Wage Order but willfully, knowingly, and intentionally failed to do so.

FIRST CAUSE OF ACTION
CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.
(As to All Defendants)

23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully set forth herein.

24. Plaintiff brings this cause of action as the proxy or agent of the State of California's labor law enforcement agencies, seeking civil penalties on behalf of the State and all Aggrieved Employees for Defendants' violations of the California Labor Code and applicable IWC Wage Orders.

25. As alleged above, on or about September 30, 2025, Plaintiff exhausted his administrative remedies by providing written notice to the LWDA and Defendants pursuant to Labor Code section 2699.3. The LWDA did not elect to investigate, thereby deputizing Plaintiff to prosecute this PAGA action.

26. Plaintiff is therefore entitled to recover civil penalties for all violations of the Labor Code committed by Defendants during the PAGA Period. These violations include, but are not limited to, the following.

27. Violation of Labor Code § 226.7 and § 512 (Failure to Provide Meal Periods): Defendants failed to provide Plaintiff and Aggrieved Employees with compliant meal periods and failed to pay them the required premium of one additional hour of pay at their regular rate of compensation for each workday the meal period was not provided. This conduct also violates IWC Wage Order No. 4-2001, § 11(A) [or other applicable Wage Order, such as No. 16 for construction]. Civil penalties are recoverable pursuant to Labor Code § 2699(f) and § 558.

28. Violation of Labor Code § 226.7 (Failure to Provide Rest Periods): Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to take compliant rest periods and failed to pay them the required premium of one additional hour of pay at their regular rate of compensation for each workday the rest period was not provided. This conduct also violates IWC Wage Order No. 5-2001, §

12(A) [or other applicable Wage Order, such as No. 16 for construction]. Civil penalties are recoverable pursuant to Labor Code § 2699(f) and § 558.

29. Violation of Labor Code §§ 1194, 1197, 1197.1 (Failure to Pay Minimum Wages): By failing to compensate Plaintiff and Aggrieved Employees for all hours worked, including time worked off-the-clock during improperly recorded meal periods, Defendants failed to pay at least the applicable minimum wage for all hours worked. This conduct also violates applicable IWC Wage Orders (e.g., IWC Wage Order No. 4-2001, § 4). Civil penalties are recoverable pursuant to Labor Code §§ 2699(f) and 1197.1.

30. Violation of Labor Code §§ 510, 1194 (Failure to Pay Overtime Wages): Defendants failed to pay Plaintiff and Aggrieved Employees overtime compensation at the correct rates for all hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek. This conduct also violates applicable IWC Wage Orders (e.g., IWC Wage Order No. 4-2001, § 3). Civil penalties are recoverable pursuant to Labor Code §§ 2699(f) and 558.

31. Violation of Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements): Defendants failed to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements containing all information required by Labor Code § 226(a). Civil penalties are recoverable pursuant to Labor Code §§ 2699(f) and 226.3.

32. Violation of Labor Code §§ 201, 202, 203 (Failure to Timely Pay Final Wages): Defendants failed to timely pay Plaintiff and Aggrieved Employees all wages due and owing to them upon separation of employment. Civil penalties (waiting time penalties) are recoverable pursuant to Labor Code § 203, sought here under PAGA pursuant to § 2699(f). Additional civil penalties may be available under Labor Code § 256.

33. Violation of Labor Code § 2802 (Failure to Reimburse Business Expenses): Defendants failed to indemnify Plaintiff and Aggrieved Employees for all necessary expenditures incurred by them in direct consequence of the discharge of their duties, including for personal cell phone use and vehicle mileage. Civil penalties are recoverable pursuant to Labor Code § 2699(f).

34. Violation of Labor Code § 1174(d) (Failure to Maintain Accurate Payroll Records): Defendants failed to keep accurate payroll records showing the hours worked daily by, and the wages paid to, Plaintiff and Aggrieved Employees. Civil penalties for violations of § 1174 are recoverable pursuant to Labor Code § 1174.5 and § 2699(f).

35. Violation of Labor Code § 204 (Failure to Pay Wages Timely During Employment): By failing to pay all wages due, including overtime and minimum wages, and meal and rest period premiums, on established paydays, Defendants violated Labor Code § 204. Civil penalties are recoverable pursuant to Labor Code § 210 and § 2699(f).

36. Violation of Labor Code § 226(f) (Payroll Records): By failing to provide payroll reeocrds within the allowed time frame. Civil penalties for willful failure to comply are recoverable pursuant to § 226(f) and § 2699(f).

37. Violation of Labor Code § 1198.5(k) (Personnel Records): By failing to provide payroll reeocrds within the allowed time frame.Civil penalties are recoverable pursuant to § 1198.5(k) and § 2699(f).

38. Pursuant to Labor Code section 2699(f), for each of the violations above for which a specific civil penalty is not otherwise provided, Plaintiff seeks a civil penalty of one hundred dollars ($100.00) for each Aggrieved Employee per pay period for the initial violation, and two hundred dollars ($200.00) for each Aggrieved Employee per pay period for each subsequent violation. For violations with specific penalties (e.g., §§ 226.3, 558, 1197.1), Plaintiff seeks those penalties as prescribed.

39. Plaintiff and the Aggrieved Employees are entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1).

DAMAGES

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. A jury trial;
2. For civil and statutory penalties and liquidated damages under the California Labor Code according to proof allowed by law;
3. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;

4. For injunctive relief;

5. For an award of prejudgment and post-judgment interest; and

6. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: December 5, 2025

Castle Law: California Employment Counsel, PC

By: _____

Timothy B. Del Castillo
Kent L. Bradbury
Lisa L. Bradner
Bryce Q. Fick
Attorneys for Plaintiff JAIRO SALAZAR