

January 8, 2026

Electronically Submitted Pursuant to Cal. Lab. Code § 2699.3(a)

Re: Private Attorneys General Act Notice

Employee: Tricette DePaul

Employer: New Venture Escrow, Inc.

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a)(1), Tricette DePaul (“Ms. DePaul”) hereby notifies the California Labor & Workforce Development Agency (“LWDA”) that she intends to seek civil penalties pursuant to California Labor Code §§ 2699(a) and (f) for violations of California Labor Code §§ 201-204, 210, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1198, and 2802 on behalf of herself and all other aggrieved employees of New Venture Escrow, Inc. (“New Venture Escrow”).

Ms. DePaul and all other Aggrieved Employees are current and former Escrow Officers and others in similar positions who worked for New Venture Escrow in California during the twelve (12) months preceding this notice. At all relevant times, New Venture Escrow employed persons, conducted business, and engaged in illegal pay practices and policies throughout California. Ms. DePaul and similarly situated employees are “Aggrieved Employees” within the meaning of Labor Code § 2699(c).

Statement of Facts

New Venture Escrow, Inc. is a California corporation and an independent escrow company licensed by the Department of Financial Protection and Innovation (DFPI) and maintains its principal place of business at 3638 Camino Del Rio North, Suite 300, San Diego, CA 92108. New Venture Escrow operates multiple branches throughout California, including Carlsbad, Chula Vista, Laguna Niguel, Temecula, Rancho Mirage, and Sherman Oaks.

Ms. DePaul worked for New Venture Escrow in California as an Escrow Officer from approximately May 2024 to October 2025. During her tenure, New Venture Escrow classified Ms. DePaul as an exempt employee and paid her an annual salary of approximately \$78,000. She regularly worked forty-five (45) to sixty (60) hours per week. A typical schedule was 8:00 AM to 5:00 PM, Monday through Friday, supplemented by frequent after-hours correspondence with clients to meet business demands.

Ms. DePaul and other similarly situated Aggrieved Employees performed non-exempt duties, including managing escrow accounts, calculating taxes and fees, reviewing titles, coordinating with sellers, and preparing ownership transfer documents. These tasks were performed according to specific company templates and software protocols under the direct supervision of a New Venture Escrow manager. Despite the nature of these duties, New Venture Escrow wrongfully and willfully misclassified Ms. DePaul and other Aggrieved Employees as exempt from overtime and meal/rest period requirements.

As a direct result of this misclassification, Ms. DePaul alleges that New Venture Escrow engaged in a pattern of willful Labor Code violations against her and other Aggrieved Employees, including:

- **Unpaid Overtime:** Because New Venture Escrow wrongfully classified Ms. DePaul and Aggrieved Employees as exempt, it did not record their hours and did not pay them any overtime compensation. Specifically, New Venture Escrow failed to pay overtime wages for hours worked in excess of eight (8) hours per day or forty (40) hours per week and double time wages for hours worked in excess of twelve (12) hours per day.
- **Meal and Rest Period Violations:** New Venture Escrow failed to provide legally mandated rest and meal periods. Specifically, New Venture Escrow failed to provide thirty-minute, off-duty meal periods (and two meal periods when shifts exceeded ten hours) and ten-minute, off-duty paid rest breaks. New Venture Escrow further failed to pay required premium wages on days when it did not provide Ms. DePaul and Aggrieved Employees with compliant and timely meal and rest periods.
- **Unreimbursed Business Expenses:** New Venture Escrow failed to reimburse Ms. DePaul and Aggrieved Employees for necessary business expenses, including the use of personal cellular phones used to conduct business call with clients. Additionally, New Venture Escrow failed to make payments on a company-provided toll sticker as agreed, causing Ms. DePaul to personally incur those costs.
- **Wage Statement and Record-Keeping Violations:** New Venture Escrow failed to furnish accurate, itemized wage statements showing total hours worked, correct rates of pay, expense reimbursements, and all wages earned, including overtime and double-time wages discussed above. New Venture Escrow also failed to maintain accurate employee records as required by law.
- **Waiting Time Penalties:** New Venture Escrow failed to pay all earned wages, including overtime and reimbursements, at the time of Ms. DePaul's discharge.

Accordingly, Ms. DePaul now seeks civil penalties on behalf of herself and all the other Aggrieved Employees based on New Venture Escrow's alleged violations of the Labor code.

Failure To Pay Wages For All Hours Worked At The Correct Rates of Pay
(Lab. Code §§ 510, 1194 and 1198)

In relevant part, Labor Code § 510 states:

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

New Venture Escrow required Ms. DePaul and other Aggrieved Employees to regularly work more than eight hours per day and/or 40 hours per week. Ms. DePaul and other Aggrieved Employees also occasionally worked shifts exceeding 12 hours. Despite their performance of non-exempt duties, New Venture Escrow classified Ms. DePaul and Aggrieved Employees as exempt and willfully failed to pay them overtime compensation for hours worked in excess of eight (8) per day or forty (40) per week and failed to pay double-time wages for hours worked in excess of twelve (12) per day.

At all relevant times, New Venture Escrow's misclassification of Ms. DePaul and the Aggrieved Employees resulted in compensation below the applicable overtime rates required by California law. Accordingly, Ms. DePaul seeks civil penalties on behalf of herself and all other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 558); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code §§ 1194 and 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal and Rest Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, Labor Code § 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Labor Code § 226.7 further states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, New Venture Escrow willfully failed to provide Ms. DePaul and Aggrieved Employees with all required meal periods and rest breaks. Further, New Venture Escrow failed to pay premium wages for days during which they failed to provide the Aggrieved Employees with timely meal periods. Accordingly, Ms. DePaul now seeks civil penalties for these Labor Code violations that New Venture Escrow has committed against her and the Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 226.7, and \$200 for each aggrieved employee for each

subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));

2. \$50 for each aggrieved employee for each initial violation of Labor Code § 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Reimburse Work Expenses
(Lab. Code § 2802)

In relevant part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

New Venture Escrow required Ms. DePaul and other Aggrieved Employees to purchase and/or use their own personal cell phones for business purposes. New Venture Escrow, however, failed to reimburse Ms. DePaul and Aggrieved Employees for this necessary business expense.

Further, New Venture Escrow issued Ms. DePaul and other Aggrieved Employees toll stickers for use in commuting to its California locations. Ms. DePaul understood that New Venture Escrow would make the necessary payments for the toll sticker; however, New Venture Escrow failed to do so. This caused Ms. DePaul to personally incur those costs without reimbursement.

Accordingly, Ms. DePaul now seeks civil penalties for these Labor Code violations that New Venture Escrow has committed against her and the Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code § 226(a) requires an employer to provide an employee, either semimonthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under § 515(a) or any applicable order of the IWC;
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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times, New Venture Escrow violated Labor Code § 226 by failing to provide Ms. DePaul and the Aggrieved Employees with accurate itemized wage statements. Specifically, because New Venture Escrow misclassified these employees as exempt, the wage statements failed to show total hours worked, applicable overtime and double-time hourly rates, and the true gross and net wages earned for all hours actually worked. New Venture Escrow knowingly and intentionally failed to state on the wage statements it issued to Ms. DePaul and all other Aggrieved Employees the earned, but unpaid wages described above. As a result of these inaccurate statements, Ms. DePaul and the Aggrieved Employees could not promptly and easily determine from the wage statements alone the correct amount of wages owed to them.

Accordingly, Ms. DePaul now seeks civil penalties for the Labor Code violations that New Venture Escrow has committed against her and the Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 226, and \$200 for each aggrieved employee for each subsequent violation, per pay period

(penalties set by Labor Code section 2699(f)(2)). Ms. DePaul seeks civil penalties for violations of Labor Code § 226(a) at the default rate set by Labor Code § 2699(f)(2), as the wage statements provided failed to accurately itemize total hours worked and applicable hourly rates.

Failure to Timely Pay Wages During Employment
(Lab. Code § 204, 210)

Labor Code § 204 states that all wages (other than those mentioned in Labor Code §§ 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays. Wages for work performed in excess of the normal work period (overtime) must be paid no later than the following regular payday.

New Venture Escrow failed to compensate Ms. DePaul and all other Aggrieved Employees for wages earned, including overtime wages, double-time wages, unprovided meal period premium wages, and unprovided rest break premium wages, at the intervals stated above. As a result, New Venture Escrow failed to timely pay all earned wages due during employment within the time periods set by Labor Code § 204.

Accordingly, Ms. DePaul now seeks civil penalties for the Labor Code violations that New Venture Escrow has committed against her and Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 204, and \$200 for each aggrieved employee for each subsequent violation (penalties set by Labor Code § 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201-203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 201(a) provides:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. An employer who lays off a group of employees by reason of the termination of seasonal employment in the curing, canning, or drying of any variety of perishable fruit, fish, or vegetables, shall be deemed to have made immediate payment when the wages of said employees are paid within a reasonable time as necessary for computation and payment thereof; provided, however, that the reasonable time shall not exceed 72 hours, and further provided that payment shall be made by mail to any employee who so requests and designates a mailing address therefor.

Under Labor Code § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

New Venture Escrow failed to pay Ms. DePaul and other Aggrieved Employees their final earned wages—including unpaid overtime and meal/rest period premiums—upon the termination of their employment. Because these wages remained unpaid at the time of separation, New Venture Escrow willfully violated Labor Code §§ 201, 202, and 203.

By failing to pay Ms. DePaul and all other Aggrieved Employees as set forth above at the end of employment, New Venture Escrow is liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Ms. DePaul seeks civil penalties from New Venture Escrow as follows: \$100 per aggrieved employee for each of the pay periods in which initial violations of §§ 201-203 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code § 1174, which pertains to recordkeeping, states in relevant part:

Every person employing labor in this state shall:

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) 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 in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an

employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code § 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by § 1174(c) or accurate and complete records required by § 1174(d), or to allow any member of the commission or employees of the division to inspect records pursuant to § 1174(b), shall be subject to a civil penalty of five hundred dollars (\$500).

New Venture Escrow failed to accurately maintain the records required by Section 1174 for Ms. DePaul and the Aggrieved Employees. Specifically, due to the misclassification of these employees as exempt, New Venture Escrow's records do not accurately reflect total hours worked daily, applicable overtime and double-time hourly rates, or the true total wages earned during each pay period.

Accordingly, Ms. DePaul now seeks civil penalties from New Venture Escrow as follows: \$500 for each violation of Labor Code § 1174 (penalties set by Labor Code § 1174.5); and \$100 for each aggrieved employee for each initial violation of Labor Code §§ 1174 and 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Conclusion

We respectfully request that the LWDA notify us as to whether it intends to investigate these alleged violations as soon as possible. We thank you for your attention to this matter. If you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink that reads 'Alexandra K. Piazza'.

Alexandra K. Piazza

CC: **Casey LeBlanc**
President and CA Registered Agent
New Venture Escrow, Inc.
3638 Camino Del Rio North, Suite 300
San Diego, CA 92108

Olivia Lanctot
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103