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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By B. Ramirez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DATHAN ORTIZ, on behalf of others similarly situated and the State of California under the Private Attorneys General Act, Plaintiffs, vs. TAYLOR TRIM & SUPPLY, INC.; INSPERITY PEO SERVICES, L.P.; and DOES 1 through 50, inclusive, Defendants.	Case No. 26CU025056C **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT** 1. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

Plaintiff DATHAN ORTIZ, on behalf of all others similarly situated and the State of California under the Private Attorneys General Act ("Plaintiff") brings this REPRESENTATIVE ACTION COMPLAINT against Defendants TAYLOR TRIM & SUPPLY, INC.; INSPERITY PEO SERVICES, L.P.; and DOES 1 through 50, inclusive (collectively "Defendants"), alleging as follows:

INTRODUCTION

1. This is a representative action complaint brought under the California Private Attorneys General Act (Labor Code 2968 *et seq.*).

2. Defendants failed to compensate Plaintiff and the aggrieved employees for all hours suffered or permitted to work in violation of the California Labor Codes and applicable IWC Wage Order.

3. Defendants failed to provide, authorize, and/or permit Plaintiff and the aggrieved employees to take compliant rest periods to which they were entitled. Further, Defendants failed to pay rest period premiums.

4. Defendants' employment policies, practices, and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the aggrieved employees.

5. Defendants are further liable for derivative claims for wage statements, untimely payment, and other associated violations.

JURISDICTION & VENUE

6. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

7. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

8. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail

themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiffs

10. Plaintiff Ortiz is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about April 11, 2025 to September 19, 2025. Plaintiff worked as a Field Installer.

11. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

12. Defendant Taylor Trim & Supply, Inc. is a California Corporation that maintains operations and conducts business throughout the State of California, including in this county.

13. Defendant Insperity PEO Services, L.P. is a Texas partnership that maintains operations and conducts business throughout the State of California, including in this county.

14. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

15. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

16. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

17. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

GENERAL ALLEGATIONS

18. Defendant employed an unlawful practice of requiring Plaintiff and aggrieved employees complete off-the-clock work and engaged in an unlawful time editing practice. For example, Defendant required Plaintiff and the aggrieved employees to report compliant meal periods regardless of their ability to actually take them and complete work on specific construction projects in order to meet fixed deadlines. Each time Plaintiff and the aggrieved employees worked through all or part of their unpaid meal periods or other unpaid times, this resulted in unpaid off-the-clock work.

19. Additionally, Defendant engaged in an unlawful policy and practice of editing time records to reflect fewer hours worked or to reflect a compliant meal periods, even when no meal period was taken. Although Plaintiff and the aggrieved employees would clock in and out of work electronically, Defendant provided a pre-filled time sheet to Plaintiff and other aggrieved employees every Friday, requiring their signatures.

20. These pre-filled time sheets often differed from the hours they actually worked by including unpaid meal periods, regardless of their ability to take them, and excluding shifts, especially those taken on the weekends. Rather than be paid based on the hours Plaintiff and the aggrieved employees actually recorded, Defendants improperly paid them based on these pre-filled

time sheets which often did not accurately reflect all hours worked. Consequently, Plaintiff and the aggrieved employees were not compensated for all hours worked, including time spent working through meal periods and time worked during unrecorded shifts.

21. Although Defendants separately paid Plaintiff and covered employees Rest and Recovery wages, they failed to do so at the proper rate. Defendant maintained a Written Agreement for Piece Rate Compensation ("Agreement") pursuant to which Plaintiff and other aggrieved employees were compensated on a piece-rate basis for construction work performed.

22. Defendant failed to properly account for and compensate Plaintiff and other aggrieved employees for all hours worked, including nonproductive time. Defendant failed to pay Plaintiff and class members their separate hourly rate for non-productive time, defined as time under the employer's control that is not directly related to the production of a piece-rate unit. For example, Plaintiff and the class members regularly engaged in training of proper construction techniques and procedures, cleaned and organized garage areas, and transported construction materials between various buildings as part of the work performed. This was all non-productive time which should have been paid.

23. Defendant failed to properly account for and compensate for all hours worked as a direct result of their pervasive practice of requiring off-the-clock work and time editing. To the extent this resulted in more than 8 hours worked in a day or 40 hours worked in a week, Defendant failed to pay all overtime and double time wages owed.

24. Defendant's "Written Agreement for Piece Rate Compensation" guaranteed that Plaintiff would receive an Overtime premium when working over 40 hours in a workweek. Plaintiff routinely worked on Saturdays to continue completing construction projects. However, Defendant edited time sheets that omitted Plaintiff as having worked on Saturdays; therefore, Plaintiff never received the appropriate overtime premium for this work. For example, in addition to the Saturdays that Plaintiff routinely worked without compensation, Plaintiff missed required rest and meal breaks approximately twice a week while working on construction projects.

25. Plaintiff and other aggrieved employees routinely experienced missed meal periods due to the pressures to keep up with the high demands of the job. Due to the employer's emphasis on project completion, Plaintiff and the aggrieved employees often missed or otherwise experienced non-

compliant meal periods. For example, Defendant would routinely shorten Plaintiff and the aggrieved employees' meal breaks to continue working on the project.

26. Defendant failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendant did not pay waiting time penalties for the late payments.

27. Defendant failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendant violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendant failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendant failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

28. In addition to the foregoing wage statement violations Defendant also violated Labor Code sections 226.2 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by that statute. Labor Code sections 226.2(a)(2)(A) and (B) state that wage statements for employees compensated on a piece-rate-basis must, in addition to listing the items specified in section 226(a), also state the total hours of compensable rest and recovery periods and other non-productive time, the applicable rates of compensation, and the wages paid for those periods.

29. Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendant failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

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FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

30. All outside paragraphs of this Complaint are incorporated into this section.

31. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

32. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

33. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

34. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. "

35. Any allegations regarding violations of the IWC Wage Orders are enforceable as violations of Labor Code section 1198, which states: "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

36. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

37. On or about **March 13, 2026**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

38. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

39. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

40. Plaintiff filed a civil complaint on May 5, 2026 prior to the 65 day expiration period due to an inadvertent internal clerical calendaring error.

41. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

42. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.

b. ***Unpaid Hours Worked/Non-Productive, Rest, and Recovery Periods.*** Violation of Labor Code §§ 226.2; IWC Wage Orders.

c. ***Unpaid Overtime***. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.

d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.

e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

h. ***Non-Compliant Wage Statements/Piece-Rate.*** Violation of Labor Code §§ 226, 226.2, 226.3.

i. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

43. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

a. For recovery of damages in amount according to proof;

b. For all recoverable pre- and post-judgment interest;

c. For this action to be maintained as a representative action under the PAGA;

d. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;

e. For recovery of all civil penalties and other recoverable amounts under the PAGA;

f. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and

g. For such other relief the Court deems just and proper.

Dated: May 21, 2026

Ferraro Vega Employment Lawyers, Inc.

Ricardo De Leon

Rick Waltman
Ricardo De Leon
Nicholas J. Ferraro
Attorneys for Plaintiff Dathan Ortiz

<u>EXHIBIT 1</u>

Notice of Labor Code Violations

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

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March 13, 2026

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Taylor Trim & Supply, Inc.
2342 Meyers Avenue,
Escondido, CA 92029

Insperity PEO Services, L.P.
19001 Crescent Springs Drive
Kingwood, TX 77339-3802

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **DATHAN ORTIZ** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

TAYLOR TRIM & SUPPLY, INC.
INSPERITY PEO SERVICES, L.P.

Defendant shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendant as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751;

Kim v. Reins International California, Inc. (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendant as an aggrieved employee.

Through this notice, Plaintiff requests that Defendant complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendant is notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendant that this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendant employed Plaintiff during the PAGA Period in the position of Field Installer from about April 11, 2025 to September 19, 2025. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees, including those misclassified as non-exempt, and exempt employees who worked for Defendant in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period"). As defined, these aggrieved current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendant's violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendant violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendant failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages.

Defendant employed an unlawful practice of requiring Plaintiff and aggrieved employees complete off-the-clock work and engaged in an unlawful time editing practice. For example, Defendant required Plaintiff and the aggrieved employees to report compliant meal periods regardless of their ability to actually take them and complete work on specific construction projects in order to meet fixed deadlines. Each time Plaintiff and the aggrieved employees worked through all or part of their unpaid meal periods or other unpaid times, this resulted in unpaid off-the-clock work.

Additionally, Defendant engaged in an unlawful policy and practice of editing time records to reflect fewer hours worked or to reflect a compliant meal periods, even when no meal period was taken. Although Plaintiff and the aggrieved employees would clock in and out of work electronically, Defendant provided a pre-filled time sheet to Plaintiff and other aggrieved employees' every Friday, requiring their signatures. These pre-filled time sheets often differed from the hours they actually worked by including unpaid meal periods, regardless of their ability to take them, and excluding shifts, especially those taken on the weekends. Rather than be paid based on the hours Plaintiff and the aggrieved employees actually recorded, Defendants improperly paid them based on these pre-filled time sheets which often did not accurately reflect all hours worked. Consequently, Plaintiff and the aggrieved employees were not compensated for all hours worked, including time spent working through meal periods and time worked during unrecorded shifts.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Hours Worked/Non-Productive, Rest, and Recovery Periods
Violation of Labor Code §§ 226.2; IWC Wage Orders

In addition to the foregoing unpaid wage violations, Defendants also violated Labor Code sections 226.2 and the "Hours and Days of Work," "Minimum Wages," and "Rest Periods" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 226.2(a)(1) also requires employers to compensate employees for "rest and recovery periods and other non-productive time spent separate from any piece rate compensation." Under Labor Code section 226.2(a)(3), rest and recovery periods must be paid at an hourly rate that is no less than the higher of (i) an average hourly rate taken by dividing an employee's total compensation for the workweek (exclusive of overtime and rest and recovery compensation) by the employee's total hours worked and (ii) the applicable minimum wage. Under Labor Code section 226.2(a)(4), other nonproductive time must be paid at an hourly rate that is no less than the applicable minimum wage.

Furthermore, the "Hours and Days of Work," "Minimum Wages," and "Rest Periods" sections of the applicable IWC Wage Orders—as addressed in *Vaquero v. Stoneledge* Furniture, LLC (2017) 9 Cal. App. 5th 98—require employers to separately compensate all employees, not just piece-rate employees, for all hours worked, including rest periods and nonproductive time, to comply with California's minimum wage obligations.

Here, although Defendants did separately pay Plaintiff Rest and Recovery wages, they failed to do so at the proper rate. Defendant maintained a Written Agreement for Piece Rate Compensation ("Agreement") pursuant to which Plaintiff and other aggrieved employees were compensated on a piece-rate basis for construction work performed. Under California law, when paying on apiece-rate basis, an employer must separately compensate employees for all rest and recovery periods and other nonproductive time at no less than the applicable minimum or contractual rate of pay, and must properly calculate and pay overtime premiums for all hours worked over eight (8) in a day and/or forty (40) in a workweek.

Defendant failed to comply with these requirements. Specifically, Defendant failed to properly account for and compensate Plaintiff and other aggrieved employees for all hours worked, including nonproductive time. Defendant failed to pay Plaintiff and class members their separate hourly rate for non-productive time, defined as time under the employer's control that is not directly related to the production of a piece-rate unit. For example, Plaintiff and the class members regularly engaged in training of proper construction techniques and procedures, cleaned and organized garage areas, and transported construction materials between various buildings as part of the work performed. This was all non-productive time which should have been paid.

As seen below, Defendant's pay records reveal that non-productive time was not compensated. The "Piecework - Tracking" entry below was used to track the employees' non-productive time. Despite Defendant's written policy stating that non-productive time would be compensated at $20 per hour, there is no evidence of the time being compensated as such in the pay records.

Employee: ORTIZ, DATHAN | Employee ID: 4740214 | Check #: 92713044
Company: TAYLOR TRIM & SUPPLY, INC. (4263700)
2342 MEYERS AVE | Pay Date: 08/22/2025 | Pay Type: Hourly
ESCONDIDO, CA 92029 | Pay Period: 08/04/2025 To 08/17/2025 | Department: 2
Phone: (760) 740 2000 | Pay Frequency: BiWeekly | Location: 0

Gross Earnings: 3,305.81 | Total Taxes: 720.20 | Total Deductions: 0.00 | Net Pay: 2,585.61

Earnings

Description	Start Date	End Date	Hrs/Units	Rate	Current	YTD
			Current Pay Period			
Rate 1 - Reg	08/04/2025	08/10/2025	21.88	25.00	547.08	**
Rest Period 1 - Reg	08/04/2025	08/10/2025	1.67	43.12	71.87	420.31
Piecework - Tracking	08/04/2025	08/10/2025	17.28			**
Hdw_Basic3 - Reg	08/04/2025	08/10/2025	91.00	3.50	318.50	**
Hdw_Mid - Reg	08/04/2025	08/10/2025	151.00	4.67	705.17	**
Hdw_Mid1 - Reg	08/04/2025	08/10/2025	5.00	7.00	35.00	**
Hdw_Mid3 - Reg	08/04/2025	08/10/2025	2.00	9.33	18.66	**
Trim-Basic1 - Reg	08/04/2025	08/10/2025	2.00	5.00	10.00	115.00
Trim_Mid - Reg	08/04/2025	08/10/2025	2.00	9.33	18.66	83.97
Rate 1 - Reg	08/11/2025	08/17/2025	29.24	25.00	730.84	8,422.92
Rest Period 2 - Reg	08/11/2025	08/17/2025	1.67	39.52	65.87	457.17
Piecework - Tracking	08/11/2025	08/17/2025	9.60			0.00
Hdw-Basic - Reg	08/11/2025	08/17/2025	35.00	0.50	17.50	132.50
Hdw_Basic3 - Reg	08/11/2025	08/17/2025	49.00	3.50	171.50	3,129.00
Hdw_Mid - Reg	08/11/2025	08/17/2025	59.00	4.67	275.53	2,998.14
Hdw_Mid1 - Reg	08/11/2025	08/17/2025	7.00	7.00	49.00	2,037.00
Hdw_Mid2 - Reg	08/11/2025	08/17/2025	21.00	8.00	168.00	1,816.00
Hdw_Mid3 - Reg	08/11/2025	08/17/2025	11.00	9.33	102.63	1,212.90

<u>Unpaid Overtime</u>
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendant violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny 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;" and "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;" and "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." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendant failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Specifically, Defendant failed to properly account for and compensate for all hours worked as a direct result of their pervasive practice of requiring off-the-clock work and time editing. To the extent this resulted in more than 8 hours worked in a day or 40 hours worked in a week, Defendant failed to pay all overtime and double time wages owed. Additionally, Defendant's "Written Agreement for Piece Rate Compensation" guaranteed that Plaintiff would receive an Overtime premium when working over 40 hours in a workweek. Plaintiff routinely worked on Saturdays to continue completing construction projects. However, Defendant edited time sheets that omitted Plaintiff as having worked on Saturdays; therefore, Plaintiff never received the appropriate overtime premium for this work. For example, in addition to the Saturdays that Plaintiff routinely worked without compensation, Plaintiff missed required rest and meal breaks approximately twice a week while working on construction projects. As a result, Plaintiff was entitled to an additional sixty minutes of overtime compensation per week, which they were not paid. These additional hours should have been treated as overtime and included in calculating Plaintiff's regular rate of pay.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendant violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court*

(2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and other aggrieved employees routinely experienced missed meal periods due to the pressures to keep up with the high demands of the job. Due to the employer's emphasis on project completion, Plaintiff and the aggrieved employees often missed or otherwise experienced non-compliant meal periods. For example, Defendant would routinely shorten Plaintiff and the aggrieved employees' meal breaks to continue working on the project. This resulted in Plaintiff experiencing missed, short, late, and interrupted meal periods.

Every time Plaintiff or the aggrieved employees did not receive a compliant meal period, they were owed a meal period premium at their regular rate of pay. However, during Plaintiff's employment with Defendant, Plaintiff never received a meal period premium. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice with respect to other aggrieved employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendant violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendant failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendant violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendant violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendant violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendant failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendant did not pay waiting time penalties for the late payments. As a result, Defendant violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

<u>Non-Compliant Wage Statements</u>
Violation of Labor Code §§ 226, 226.3

Defendant violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

<u>Labor Code section 226(a)</u> requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendant failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendant violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendant failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendant failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

Additionally, Defendant violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time that Plaintiff and other aggrieved employees worked due to Defendant's policy and practice of requiring off-the-clock work.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements/Piece-Rate
Violation of Labor Code §§ 226, 226.2, 226.3

In addition to the foregoing wage statement violations Defendant also violated Labor Code sections 226.2 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by that statute. Labor Code sections 226.2(a)(2)(A) and (B) state that wage statements for employees compensated on a piece-rate-basis must, in addition to listing the items specified in section 226(a), also state the total hours of compensable rest and recovery periods and other non-productive time, the applicable rates of compensation, and the wages paid for those periods.

Defendant failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice.
Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages. For example, Defendant failed to list the rates of pay for "Piecework - Tracking" hours on Plaintiff's pay stubs. Additionally, Defendant also failed to include the total hours that Plaintiff worked on each of Plaintiff's pay stubs.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendant violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate "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." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendant failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendant's written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information aggrieved by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendant may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Ricardo De Leon

Ricardo De Leon

Z.E.

Cc Plaintiff Dathan Ortiz
HR@Taylortrim.com