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March 3, 2026

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/411>

VIA CERTIFIED MAIL # 9859 0710 5270 3375 6684 45

Return Receipt Requested

GCA Production Services, Inc.

ATTN: Rene Jacobsen

14141 Southwest Freeway, Suite 477

Sugar Land, TX 77478-4630

VIA CERTIFIED MAIL # 9589 0710 5270 3375 6684 52

Return Receipt Requested

GCA Production Services, Inc.

ATTN: Amanda Garcia

330 N Brand Blvd.

Glendale, CA 91203

Re: Miguel J. Tinajero v. GCA Production Services, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, GCA Production Services, Inc.

From: Miguel J. Tinajero, on behalf of himself and aggrieved employees who were subject to GCA Production Services, Inc.'s unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Miguel J. Tinajero ("Employee") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Theories of Labor Code Violations and Remedies

GCA Production Services, Inc. (hereinafter “Employer”) engages in facility services that engages in business throughout California. Employee worked for Employer as a non-exempt employee within the past year working for Employer as a non-exempt hourly employee. Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, and 1197, and the applicable Wage Order, subdivisions 11 and 12, by failing to provide Employee and all other aggrieved employees (1) all wages for all wages worked, including minimum wage and overtime pay (Labor Code §§ 210, 510, 1194, 1194.2, 1197, 1197.1, 1198 and the applicable IWC Wage Order), (2) their timely uninterrupted legally mandated meal and rest periods (Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order); (3) their legally mandated premium pay in lieu of compliant meal and rest periods Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (4) accurate and complete wage statements required by law (Labor Code §§ 226 & 226.3 and the applicable IWC Wage Order); (5) failure to timely pay all wages owed every pay period during employment (Labor Code § 204 and the applicable IWC Wage Order; and (6) legally required waiting penalties to former employees upon the termination or other end of employment (Labor Code §§ 201-203 and the applicable IWC Wage Order). Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency (“LWDA”) and certified mailing to Employer until resolution of these claims.

1. Failure to pay all wages owed including minimum and overtime wages (Labor Code §§, 510, 1194, 1194.2, 1197, 1197.1, 1198 and the applicable IWC Wage Order).

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked, including but not limited to off-the-clock work. Employer failed to pay Employee and other aggrieved employees all legally mandated wages, including overtime wages, for all work performed, and/or failed to pay Employee and other aggrieved employees for all wages at the legally mandated rate(s), in violation of California law.

Specifically, Employee alleges that Employer failed to compensate aggrieved for all hours worked by, *inter alia*: suffering, permitting, or otherwise requiring Employees to work after clocking out attending to working on cleaning vehicles; suffering, permitting, or otherwise requiring employees to work through or during their meal breaks or otherwise while clocked out; and/or otherwise accurately reporting all hours worked; suffering, permitting, or otherwise requiring Employees to work while off-the-clock.

As a result of the foregoing, Employee, on behalf of himself and all other non-exempt California employees of Employer claims that Employer has failed to pay all minimum wages and overtime wages due to non-exempt employees. Employer’s conduct is in violation of the applicable IWC Wage Order(s) and Labor Code Sections 510, 1194, 1194.2, 1197, 1197.1, 1198, and is actionable under PAGA.

2. Failure to provide compliant meal periods or pay meal period premiums at the regular rate of pay for non-compliant meal periods (Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order) and failure to authorize and permit compliant rest periods or pay rest period premiums at the regular rate of pay for non-compliant rest periods (Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order).

Secondly, Employer failed to provide Employee and other aggrieved employees with timely, complete, or otherwise compliant meal and rest periods. In order to curtail labor costs, Employer understaffed work shifts in relation to the work that Employer. Specifically, Employer required Employee to attend to cleaning responsibilities prior to the end of his shift, working through meal and rest periods. Employer consistently required Employee and other aggrieved employees to work beyond six (6) hours such that they were legally entitled to two (2) rest periods and a single meal period. Employer only provided the opportunity for Employee and other aggrieved employees to take meal periods (if at all) after the fifth hour and/or otherwise failed to provide the opportunity to take meal periods prior to completing the fifth (5th) hour. Employer also obligated employees to work through meal and rest breaks, interrupted employees during their meal and rest breaks, and failed to relinquish all control over employees during meal and rest breaks. Due to Employer's policies and practices which prioritized work tasks over meal and rest period compliance, Employee and similarly aggrieved employees did not receive timely work-free meal and rest periods, due the lack of adequate relief coverage and as otherwise described herein.

Employer failed to provide timely, complete, off-duty, and uninterrupted meal periods during the liability period to Employee and other aggrieved employees. Employee and other aggrieved employees were routinely required to work without an uninterrupted meal break at the direction of Employer. Employees regularly missed/were not able to take meal periods. Meal periods that were provided were regularly late (after the fifth (5th) hour of work for first meal periods and after the tenth (10th) hour of work for second meal periods), short (less than 30 minutes), on-duty, interrupted, and otherwise not compliant with the Labor Code and Wage Order.

Employer failed to pay premium wages of one hour's pay at the regular rate of compensation to Employee and other aggrieved employees for each workday that a required meal period and/or rest break was not provided and/or was otherwise non-compliant, in violation of Labor Code §§ 226.7, 512, and 558, and the applicable IWC Order, Sections 11-12. Employer's conduct, which is in violation of Labor Code sections 226.7, 512, as well as 8 CCR section 11050, subdivisions 11 and 12, is also actionable under PAGA.

3. Failure to provide accurate itemized wage statement (Labor Code §§ 226 & 226.3 and the applicable IWC Wage Order) and failure to maintain accurate records (Labor Code §§ 1174, 1174.5 and the applicable IWC Wage Order).

Labor Code § 226(a) provides that "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (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 his or her social security number, ... (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 ...” Labor Code §§ 226(e) and 226.3 provides that an employee is entitled to recover penalties for all pay periods in which the employer knowingly and intentionally fails to provide accurate itemized statements.

Here, Employee alleges that Employer failed to provide accurate itemized wage statements to Employee and other aggrieved employees because the wage statements issued by Employer did not fully and accurately list: (1) gross wages earned; (2) total hours worked; (3) the number of piece-rate units earned and an applicable piece rate in effect for piece rate workers; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the applicable pay periods; (7) the name of the employee and an employee identification number/only the last four digits of his or her social security number; (8) the name and address of the correct 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.

Employee alleges that Employer violated Labor Code section 226 and the Wage Order as a separate and independent claim. Employee further contends that Employer violated the law as a derivative claim as a result of Employer’s failure to pay all wages owed as described herein. As set forth herein, Employer failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the true number of hours worked and accurate overtime/premium wages earned per pay period. In addition, Employer failed to include its actual legal entity name on Employee’s and other aggrieved employees’ wage statements. This conduct is in violation of Labor Code §§ 226, 226.3, and 1174 and the applicable Wage Order, and is actionable under PAGA.

4. Failure to timely pay all wages owed every pay period during employment (Labor Code § 204, 210 and the applicable IWC Wage Order).

Labor Code § 204 establishes the right of all employees in California to be paid wages in a timely fashion for their work. Employer pays Employee and other aggrieved employees on a bi-weekly basis but does not comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven (7) calendar days following the close of the payroll period. Due to the violations described herein, aggrieved employees did not receive all their wages earned in a timely manner as required by Labor Code §§ 204, 210 and the Wage Orders.

Labor Code § 210 (a) states in addition to “any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty of \$100 for the initial violation and for each subsequent violation \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” Here, Employer failed to pay aggrieved employees all wages owed during employment and should therefore incur these penalties.

5. Failure to timely pay all final wages upon separation from employment (Labor Code §§ 201 et seq. and the applicable IWC Wage Order).

Labor Code §§ 201 and 202 requires employers to pay all compensation due and owing to former employees at or around the time employment is terminated, within the timeframe specified by the Labor Code. Moreover, Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) work days.

As a further result of Employer's failure to pay all wages owed to Employee and other aggrieved employees within the timeframe proscribed by the Labor Code, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to timely pay all wages earned to former employees.

Conclusion

The conduct of all Employer as alleged above has been and continues to be unfair, unlawful, and harmful to Employee and other aggrieved employees. Employee, on behalf of himself and all other allegedly aggrieved employees, request that the Labor Code violations by Employers alleged herein be thoroughly investigated by LWDA or, alternatively, that LWDA notify Employee and Employers that it does not intend to investigate in accordance with Labor Code § 2699.3.

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Young", is written over a light blue circular background.

John Young, Esq.

MAHONEY LAW GROUP, APC