

KEVIN ESTUARDO MARROQUIN

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April 20, 2026

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Marroquin v. Tuff Shed, Inc.

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of my claims, individually and on behalf of all aggrieved employees, against Tuff Shed, Inc. (“Companies”). I allege, individually and on behalf of all aggrieved employees, that:

1. The Company violated Labor Code § 226.8 by improperly classifying myself and aggrieved employees as independent contractors. Specifically, the Company is in the business of selling and building sheds for retail customers. The Company using installers such as myself and other aggrieved employees to build the sheds for its customers. However, the Company classifies such installers as independent contractors, rather than employees.
2. The Company violated Labor Code §§ 510 and 1194 by failing to pay overtime wages. Specifically, I and other similarly situated aggrieved employees were not paid overtime wages on the days that we worked more than 8 hours per day or 40 hours per work week.
3. The Company violated Labor Code §1174 by failing to accurate record the start and end of each of our work periods. Specifically, the Company failed to record the start and end of our shifts. Further, the Company failed to record the start and end of our meal breaks. Thus, the Company violated Labor Code §1174.
4. The Company violated Labor Code § 2802 by failing to reimburse me and other aggrieved employees for costs we incurred as a result of performing work for the Company. For example, we were required to use our personal vehicles and tools for work-related purposes, but we were not reimbursed any money for the mileage, gas, or wear and tear on our vehicles or any money for the tools we were required to use.
5. The Company violated Labor Code §§ 201-203 by failing to pay all wages earned at termination to me and all other aggrieved employees. As a result of the above-referenced

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allegations, I and the aggrieved employees, were not paid all of our earned wages upon the termination of our employment.

6. The Company violated Labor Code § 226 by failing to by failing to provide proper itemized wage statements to me and other aggrieved employees each time we received payment of wages, as such wage statements failed to contain all required information, including without limitation, the rate at which our pay was calculated at, correct hours worked, correct hourly rates, gross and net wages earned, and all deductions.

The address for the Company is:

Tuff Shed, Inc.
1777 S. Harrison St.
Suite 600
Denver, CO 80210

Please contact my attorney, Larry W. Lee, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

Firmado por:


[REDACTED]
Kevin Estuardo Marroquin

cc: Tuff Shed, Inc. (via certified mail)