

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JOSE A. CARRANZA

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JOSE A. CARRANZA

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

9/8/2026 6:22:01 PM

Clerk of the Superior Court
By G. Escorcia ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSE A. CARRANZA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ORTIZ CORPORATION, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26CU035693C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§
1194, 1194.2, 1197);**
- (3) FAILURE TO PROVIDE MEAL
PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) FAILURE TO AUTHORIZE AND
PERMIT REST PERIODS (LABOR
CODE §§ 226.7, 516, 558);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**

1 (6) FAILURE TO PROVIDE
2 ACCURATE, ITEMIZED WAGE
3 STATEMENTS (LABOR CODE § 226
4 *et seq.*);

5 (7) FAILURE TO REIMBURSE
6 NECESSARY BUSINESS
7 EXPENDITURES (LABOR CODE §§
8 2802);

9 (8) UNFAIR COMPETITION (BUS &
10 PROF CODE § 17200 *et seq.*); AND

11 (9) CIVIL PENALTIES UNDER THE
12 PRIVATE ATTORNEYS GENERAL
13 ACT (LABOR CODE § 2698 *et seq.*)

14 DEMAND FOR JURY TRIAL
15 UNLIMITED CIVIL CASE
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Jose A. Carranza (“Plaintiff”) on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Defendant Ortiz Corporation, a California corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Labor Code sections 201-204,
8 218, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and 2802,
9 California Business and Professions Code section 17200 *et seq.*, and Industrial Welfare
10 Commission Wage Order 16 (“Wage Order 16”), in addition to seeking declaratory relief and
11 restitution. This action is brought pursuant to California Code of Civil Procedure section 382.
12 This Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of
17 herein occurred in the County of San Diego. Defendants transact business within the County of
18 San Diego and/or otherwise are found within the County of San Diego, and Defendants are within
19 the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was a California resident. During the four years immediately preceding the filing of this
23 lawsuit and within the statute of limitations periods applicable to each cause of action pled herein,
24 Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim
25 of Defendants’ policies and/or practices complained of herein, lost money and/or property, and
26 has been deprived of the rights guaranteed by Labor Code §§ 201-204, 218, 226 *et seq.*, 226.7,
27 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and 2802, California Business and
28 Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 16, which sets

1 employment standards for Certain On-Site Occupations in the Construction, Drilling, Logging,
2 and Mining Industries.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of this action and continuing to the present, Defendants did (and
5 continue to do) business within the County of San Diego and the State of California by operating
6 as a general engineering/underground wet utility contractor, and therefore, were (and are) doing
7 business in the County of San Diego and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
12 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 20) to be subject to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
18 Classes.

19 7. At all times herein mentioned, each of said Defendants participated in the doing
20 of the acts hereinafter alleged to have been done by the named defendant; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
23 were acting within the course and scope of said agency and employment. Defendants, and each
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
25 omissions complained of herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff, a former non-exempt employee, was employed by Defendants from
5 about November 2013 through approximately April 17, 2026. Plaintiff's held the job title of
6 Laborer, and his job duties included, but were not limited to, loading trucks with necessary
7 materials, traffic control, and excavation.

8 10. Plaintiff was generally scheduled to work several days per week from 7:00 a.m. to
9 3:30 p.m. Defendants required Plaintiff to keep track and record of his time worked by
10 completing a timecard. Plaintiff often worked shifts longer than 8.0 hours.

11 11. Throughout Plaintiff's employment with Defendant, Plaintiff regularly performed
12 off-the-clock work both before and after his scheduled shifts. Specifically, Plaintiff would
13 regularly arrive to work around 6:15 a.m.—nearly an hour before his scheduled shift—to perform
14 work duties, including loading his truck with materials needed for the job, inspecting the truck,
15 connecting trailers, and/or filling the truck with fuel. Additionally, at the end of his shifts, Plaintiff
16 would arrive back to the yard around 4:00 p.m. but was instructed by Defendants to record his
17 end time as 3:30 p.m., despite continuing to work after that time. Further, Defendants would keep
18 track of Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round
19 Plaintiff's work time such that Plaintiff would not be fully paid for all time worked. Specifically,
20 Defendants shaved and/or rounded Plaintiff's time worked to the nearest half hour. This time
21 shaving/rounding practice utilized by Defendants was not even-handed over time and would
22 round and shave in Defendants' favor such that Plaintiff was routinely underpaid for his time
23 worked. During Plaintiff's employment with Defendants, he often worked in excess of 8 hours
24 per workday and/or 40 hours per work week, and therefore, had Plaintiff been properly paid for
25 all of the time that he actually worked, he would have been paid additional minimum and/or
26 overtime wages. These practices by Defendants resulted in Defendants not properly tracking the
27 time worked by Plaintiff and also resulted in Defendants paying Plaintiff less than he was owed
28

1 for the work he performed, including failing to pay him all required minimum and overtime
2 wages.

3 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
4 all required meal periods due to Defendants' meal period policies and practices, which fail to
5 provide 30-minute first meal periods before the end of the fifth hour of work. Additionally,
6 Plaintiff's meal periods were regularly interrupted by Defendants. Due to Defendants' work
7 demands, the meal periods were untimely, interrupted, or otherwise in violation of California law.
8 Additionally, when Plaintiff worked in excess of 10.0 hours in a shift, Defendants failed to
9 provide a second meal period in violation of California law.

10 13. Although Plaintiff was not provided with all legally-compliant meal periods to
11 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
12 premium for each workday in which he experienced a meal period violation as mandated by Labor
13 Code § 226.7.

14 14. Plaintiff was also not authorized and permitted to take legally required and
15 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to
16 Defendants' rest period policies/practices, Plaintiff was not permitted to take rest periods. Despite
17 working 9 hours or more in a shift, Defendants did not authorize and permit one rest period for
18 every four hours worked, or *major fraction thereof*.

19 15. On those occasions when Plaintiff was not authorized and permitted to take all
20 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
21 with the required rest period premium for each workday in which he experienced a rest period
22 violation as mandated by Labor Code § 226.7.

23 16. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
24 necessary business expenses incurred during the relevant time period. Specifically, Defendants
25 required Plaintiff to use his personal cellular phone for business purposes and purchase personal
26 protective equipment (PPE), but he was not reimbursed for his expenses. Accordingly, despite
27 Plaintiff and the other non-exempt employees being required to use their personal cellular phones
28

1 and purchase PPE, Defendants did not reimburse Plaintiff or other non-exempt employees for all
2 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
3 of their duties, or of their obedience to the directions of the employer in violation of California
4 law.

5 17. As a result of Defendants' failure to pay all minimum and overtime wages, as well
6 as meal and rest period premium wages, Defendants maintained inaccurate payroll records and
7 issued inaccurate wage statements to Plaintiff.

8 18. As a further result of Defendants' failure to pay all minimum and overtime wages,
9 meal and rest period premium wages, Defendants failed to pay Plaintiff all wages owed upon
10 termination of employment with Defendants.

11 19. As a result of all of the aforementioned Labor Code violations, Defendants are
12 liable for civil penalties under the Labor Code Private Attorney General Act.

13 **CLASS ACTION ALLEGATIONS**

14 20. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
15 following Classes pursuant to section 382 of the Code of Civil Procedure:

16 a. The Overtime Class consists of all Defendants' current and former non-exempt
17 employees in California who worked more than 8.0 hours per day and/or 40.0
18 hours per workweek and were subject to Defendants' timekeeping
19 policies/practices during the four years immediately preceding the filing of the
20 lawsuit through the present.

21 b. The Minimum Wage Class consists of all of Defendants' current and former non-
22 exempt employees in California who were subject to Defendants' timekeeping
23 policies/practices during the four years immediately preceding the filing of the
24 lawsuit through the present.

25 c. The Meal Period Class consists of all of Defendants' current and former non-
26 exempt employees in California who: (i) worked at least one shift in excess of 5.0,
27 during the four years immediately preceding the filing of the lawsuit through the
28 present.

- d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.
- e. The Waiting Time Class consists of all formerly employed members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class who separated their employment with Defendants during the three years immediately preceding the filing of this lawsuit through the present.
- f. The Wage Statement Class consists of all members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.
- g. The Reimbursement Class consists of all Defendants' current and former non-exempt employees in California who were required to use their personal cellular phone and/or purchase personal protective equipment in connection with the discharge of their work duties during the four years immediately preceding the filing of the lawsuit through the present.
- h. The UCL Class consists of members of the (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; (iv) Rest Period Class; (v) Waiting Time Class; (vi) Wage Statement Class; and/or (vii) Reimbursement Class during the four years immediately preceding the filing of the lawsuit through the present.

21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

//

1 **22. Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated non-exempt employees, which predominate over questions affecting only individual
4 members including, without limitation to:

- 5 i. Whether Defendants properly paid all minimum wages and/or overtime wages at
6 the regular rate to members of the Minimum Wage Class and Overtime Class
7 pursuant to Labor Code §§ 201, 202, 203, 204, 510, 558, 1194, 1194.2, 1197,
8 1197.1, and 1198;
- 9 ii. Whether Defendants provided all legally compliant meal periods to members of
10 the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- 11 iii. Whether Defendants authorized and permitted all lawful rest periods to members
12 of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- 13 iv. Whether Defendants maintained unlawful policies and/or practices for the timing
14 and amount of payment of final wages to Plaintiff and members of the Waiting
15 Time Class pursuant to Labor Code §§ 201-203;
- 16 v. Whether Defendants furnished legally compliant wage statements to members of
17 the Wage Statement Class pursuant to Labor Code § 226;
- 18 vi. Whether Defendants properly reimbursed members of the Reimbursement Class
19 for all necessary business expenses incurred pursuant to Labor Code section 2802;
20 and
- 21 vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
22 business practices by and through the wage and hour policies and practices
23 described above, and whether as a result Defendants owe the Classes restitution.

24 **23. Predominance of Common Questions:** Common questions of law and fact
25 predominate over questions that affect only individual members of the Classes. The common
26 questions of law set forth above are numerous and substantial and stem from Defendants' policies
27 and/or practices applicable to each individual class member, such as Defendants' uniform
28 minimum and overtime wage payment, meal and rest period policies/practices, and

1 policies/practices of reimbursing employees for necessary business expenditures. As such,
2 common questions predominate over individual questions concerning each individual class
3 member's showing as to their eligibility for recovery or as to the amount of their damages.

4 24. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
5 Plaintiff was employed by Defendants as a non-exempt employee in California during the
6 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
7 herein, Plaintiff, like the members of the Classes, was deprived of all overtime and minimum
8 wages owed, was not provided all required meal periods, was not authorized and permitted to take
9 all required rest periods, did not receive meal and rest period premium wages at his regular rate
10 of pay for missed or non-compliant meal and rest periods, was not reimbursed for all necessary
11 business expenses, was not provided with accurate itemized wage statements, and did not receive
12 all final wages owed at the time of his separation from employment.

13 25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
14 to represent fairly and adequately the interests of the members of the Classes. Moreover,
15 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
16 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
17 hour class actions in state and federal courts in the past and are committed to vigorously
18 prosecuting this action on behalf of the members of the Classes.

19 26. **Superiority:** The California Labor Code is broadly remedial in nature and serves
20 an important public interest in establishing minimum working conditions and standards in
21 California. These laws and labor standards protect the average working employee from
22 exploitation by employers who have the responsibility to follow the laws and who may seek to
23 take advantage of superior economic and bargaining power in setting onerous terms and
24 conditions of employment. The nature of this action and the format of laws available to Plaintiff
25 and members of the Classes make the class action format a particularly efficient and appropriate
26 procedure to redress the violations alleged herein. If each employee were required to file an
27 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
28 would be able to exploit and overwhelm the limited resources of each individual plaintiff with

1 their vastly superior financial and legal resources. Moreover, requiring each member of the
2 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
3 employees who would be disinclined to file an action against their former and/or current employer
4 for real and justifiable fear of retaliation and permanent damage to their careers at subsequent
5 employment. Further, the prosecution of separate actions by the individual class members, even
6 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
7 with respect to the individual class members against Defendants herein; and which would
8 establish potentially incompatible standards of conduct for Defendants; and/or legal
9 determinations with respect to individual class members which would, as a practical matter, be
10 dispositive of the interest of the other class members not parties to adjudications or which would
11 substantially impair or impede the ability of the class members to protect their interests. Further,
12 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
13 individual prosecution considering all of the concomitant costs and expenses attending thereto.
14 As such, the Classes identified in Paragraph 20 are maintainable as a Class under section 382 of
15 the Code of Civil Procedure.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY ALL OVERTIME WAGES**

18 **(AGAINST ALL DEFENDANTS)**

19 27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 28. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
21 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
22 overtime hours worked and provide a private right of action for the failure to pay all overtime
23 compensation for overtime work performed.

24 29. At all times relevant herein, Defendants were required to properly pay Plaintiff
25 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
26 Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee
27 “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess
28 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Wage

1 Order 16, § 3 also requires an employer to pay an employee double the employee's regular rate
2 of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on
3 the seventh consecutive day of work in the workweek.

4 30. At all times relevant herein, Defendants caused Plaintiff and other non-exempt
5 employees to work overtime hours but did not compensate Plaintiff or members of the Overtime
6 Class at one and one-half times their regular rate of pay for such hours.

7 31. The foregoing policies and practices are unlawful and create entitlement to
8 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
9 premiums owing, including interest thereon, statutory and civil penalties, attorney's fees, and
10 costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198,
11 Wage Order 16, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and
12 3289.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

15 **(AGAINST ALL DEFENDANTS)**

16 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 33. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197
18 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
19 hours worked, and provide a private right of action for the failure to pay all minimum wage
20 compensation for all work performed.

21 34. At all times relevant herein, Defendants were required to properly compensate
22 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to
23 California Labor Code §§ 1194, 1197 and 1198, and the Wage Order 16. The Wage Order 16,
24 Section 4 requires an employer to pay to every employee on the established payday for the period
25 involved not less than the applicable minimum wage for all hours worked in the payroll period.
26 Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a
27 workweek but did not properly compensate Plaintiff and the members of the Minimum Wage
28

1 Class at least minimum wages for such hours.

2 35. At all times relevant herein, Defendants lacked good faith and had no reasonable
3 grounds for believing that their practices in failing to pay all minimum wages owed at the
4 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,
5 or an order of the Industrial Welfare Commission. Defendants, therefore, in addition to owing
6 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated
7 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
8 Labor Code § 1194.2.

9 36. The foregoing practices and policies are unlawful and create entitlement to
10 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
11 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
12 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
13 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 16, California
14 Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code
15 §§ 3287(b) and 3289.

16 **THIRD CAUSE OF ACTION**
17 **FAILURE TO PROVIDE MEAL PERIODS**
18 **(AGAINST ALL DEFENDANTS)**

19 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed in their affirmative obligation to provide all of their non-exempt employees in California,
22 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
23 in accordance with the mandates of the California Labor Code and Wage Order 16, § 10, for the
24 reasons set forth in the factual allegations and class definitions sections of this FAC. Specifically,
25 Defendants failed to provide compliant first meal periods (timely, duty-free, and 30 minutes of
26 net rest), failed to provide second meal periods for shifts in excess of 10.0 hours, and failed to
27 pay an additional hour of premium pay at the employee's regular rate of pay for each day a
28 compliant meal period was not provided.

39. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 16.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. Wage Order 16, § 11 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

42. As alleged herein, and due to Defendants' unlawful rest period policies and/or practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take paid rest periods to which they were legally entitled, and failed to pay rest period premium wages when rest periods were not authorized and permitted. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

43. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

44. Plaintiff re-alleges and incorporated by reference all previous paragraphs.

45. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wage earned immediately at the time of separation from employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of

1 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
2 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
3 said employee's last date of employment.

4 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
6 at the time of their separation including, among other things, unpaid overtime and minimum
7 wages owed, and meal and rest period premium wages. Further, Plaintiff is informed and believes,
8 and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue
9 to fail to pay members of the Waiting Time Class all earned wages at the end of employment in
10 a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to
11 pay all final wages was willful within the meaning of Labor Code § 203.

12 47. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
13 Time Class all earned wages upon separation from employment results in a continued payment
14 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
15 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
16 plus reasonable attorneys' fees and costs of suit

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

19 **(AGAINST ALL DEFENDANTS)**

20 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
23 and members of the Wage Statement Class with complete and accurate wage statements that
24 included, among other requirements, all hours worked, all overtime and minimum wages earned,
25 total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code
26 § 226 et seq.

27 //

1 50. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
2 with complete and accurate, itemized wage statements resulted in actual injury, as said failures
3 led to, among other things, the non-payment of all overtime and minimum wages owed, and meal
4 and rest period premium wages owed, and deprived them of the information necessary to identify
5 the discrepancies in Defendants' reported data.

6 51. Defendants' failures create an entitlement to recovery by Plaintiff and members of
7 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
8 Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and
9 costs of suit according to California Labor Code § 226 et seq.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES**

12 **(AGAINST ALL DEFENDANTS)**

13 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 53. At all relevant times herein, Defendants were subject to Labor Code section 2802,
15 which states that “an employer shall indemnify his or her employees for all necessary
16 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
17 her duties, or of his or her obedience to the directions of the employer.”

18 54. As alleged herein, due to Defendants’ unlawful reimbursement practices,
19 Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class for all
20 necessary business expenses incurred, including personal cell phone usage and required personal
21 protective equipment.

22 55. As a proximate result of Defendants’ policies and/or practices in violation of Labor
23 Code sections 2802, Plaintiff and members of the Reimbursement Class are entitled to damages,
24 attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to proof at
25 trial, pursuant to Labor Code section 2802.

26 //

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 56. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 57. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all overtime and minimum
8 wages owed; failing to pay all required meal and rest period premium wages owed; failing to
9 reimburse for all necessary business expenses incurred; knowingly failing to furnish complete
10 and accurate, itemized wage statements; and failing to timely pay all final wages owed upon
11 separation from employment.

12 58. Defendants' utilization of these unfair and/or unlawful business practices deprived
13 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are
14 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
15 over Defendants' competitors who have been and/or are currently employing workers and
16 attempting to do so in honest compliance with applicable wage and hour laws.

17 59. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
19 monies as necessary and according to proof to restore any and all monies withheld, acquired
20 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

21 60. The acts complained of herein occurred within the last four years immediately
22 preceding the filing this action.

23 61. Plaintiff was compelled to retain the services of counsel to file this court action to
24 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
25 of Defendants' current non-exempt employees, and to enforce important rights affecting the
26 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
27 which he is entitled to recover under Code of Civil Procedure § 1021.5.

28 //

1 **NINTH CAUSE OF ACTION**

2 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **(AGAINST ALL DEFENDANTS)**

4 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 63. Defendants have committed several Labor Code violations against Plaintiff and
6 other Aggrieved Employees. Plaintiff, an “Aggrieved Employee” within the meaning of Labor
7 Code § 2698 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this
8 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
10 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
11 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
12 (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant
13 to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is
14 specifically provided, based on the following Labor Code violations:

- 15 a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
16 pay Plaintiff and other aggrieved employees all overtime compensation earned;
- 17 b) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
18 Plaintiff and other aggrieved employees the statutory minimum wage for all
19 hours worked;
- 20 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all
21 legally required meal periods and failing to pay meal period premiums to
22 Plaintiff and other aggrieved employees;
- 23 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all
24 legally required rest periods and failing to pay rest period premiums to Plaintiff
25 and other aggrieved employees;
- 26 e) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay
27 all final wages due to Plaintiff and other aggrieved employees;
28

- 1 f) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other
2 aggrieved employees with accurate and compliant itemized wage statements;
3 g) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
4 other aggrieved employees for all necessary business expenditures incurred in
5 the discharge of their duties; and
6 h) Defendants violated Labor Code § 1174 by failing to maintain accurate records
7 on behalf of Plaintiff and other aggrieved employees.

8 64. On July 1, 2026, Plaintiff notified Defendants via certified mail, and the California
9 Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of
10 the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under
11 California Labor Code § 2698, *et seq.* with respect to violations of the California Labor Code
12 identified in Paragraph 63 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy of the
13 July 1, 2026 correspondence. Now that sixty-five days have passed from Plaintiff notifying
14 Defendants of these violations, Plaintiff has exhausted his administrative requirements for
15 bringing a claim under the Labor Code Private Attorneys General Act with respect to these
16 violations.
17

18 65. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect his interests and the interests of other aggrieved employees, and to assess and collect the
20 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
21 he is entitled to recover under California Labor Code § 2699(g).

22 **PRAYER**

23 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
24 this suit is brought against Defendants, as follows:
25

- 26 1. For an order certifying the proposed Classes;
27 2. For an order appointing Plaintiff as representative of the Classes;
28 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

1 4. Upon the First Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and
3 1198;

4 5. Upon the Second Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;

6 6. Upon the Third Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;

8 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

10 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
11 Labor Code § 203;

12 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
13 226 *et seq.*;

14 10. Upon the Seventh Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code section 2802;

16 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
17 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
18 practices declared by this Court to be in violation of California Business and Professions Code §
19 17200 *et seq.*;

20 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
21 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
22 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
23 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
24 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
25 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for
26 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3)
27 \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor
28 Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for

each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 63 (a)-(h) above

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

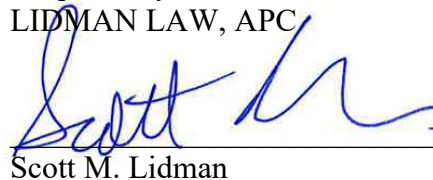
14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194 *et seq.*, 2699(k), and 2802(c), Code of Civil Procedure § 1021.5, and all other applicable statutes; and

15. For such other and further relief the Court may deem just and proper.

Dated: September 8, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:


Scott M. Lidman

Attorneys for Plaintiff
JOSE A. CARRANZA

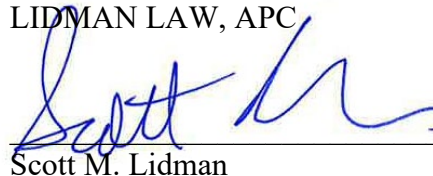
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 8, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:


Scott M. Lidman

Attorneys for Plaintiff
JOSE A. CARRANZA

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

July 1, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ortiz Corporation, a California corporation
C/O Maria Louisa Ortiz-Tristan
2000 McKinley Ave.
National City, CA 91950

Re: *Jose A. Carranza v. Ortiz Corporation, a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Jose A. Carranza in claims arising from his employment with Ortiz Corporation, a California corporation (“Defendant”). Mr. Carranza is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Mr. Carranza, a former non-exempt employee, was employed by Defendant from about November 2013 through approximately April 17, 2026. During his employment with Defendant, Mr. Carranza’s job title was Laborer, job duties included, but were not limited to, loading trucks with necessary materials, traffic control, and excavation.

During his employment with Defendant, Mr. Carranza was generally scheduled to work several days per week from 7:00 a.m. to 3:30 p.m. Defendant required Mr. Carranza to keep track and record of his time worked by completing a timecard.

During his employment with Defendant, Mr. Carranza and other hourly, non-exempt employees were not paid for all time worked. Specifically, Mr. Carranza regularly

performed off-the-clock work both before and after his scheduled shifts. Mr. Carranza would regularly arrive to work around 6:15 a.m.—nearly an hour before his scheduled shift—to perform work duties, including loading his truck with materials needed for the job, inspecting the truck, connecting trailers, and/or filling the truck with fuel. Additionally, at the end of his shifts, Mr. Carranza would arrive back to the yard around 4:00 p.m. but was instructed by Defendant to record his end time as 3:30 p.m., despite continuing to work after that time. Further, Defendant would keep track of Mr. Carranza's time worked and would unlawfully shave Mr. Carranza's work time and/or round Mr. Carranza's work time such that Mr. Carranza would not be fully paid for all time worked. Specifically, Defendant shaved and/or rounded Mr. Carranza's time worked to the nearest half hour. This time shaving/rounding practice utilized by Defendant was not even-handed over time and would round and shave in Defendant's favor such that Mr. Carranza was routinely underpaid for his time worked. During Mr. Carranza's employment with Defendant, he often worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Mr. Carranza been properly paid for all of the time that he actually worked, he would have been paid additional minimum and/or overtime wages. These practices by Defendant resulted in Defendant not properly tracking the time worked by Mr. Carranza and also resulted in Defendant paying Mr. Carranza less than he was owed for the work he performed, including failing to pay him all required minimum and overtime wages.

During his employment with Defendant, Mr. Carranza and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. Additionally, Defendant regularly interrupted Mr. Carranza's and other hourly, non-exempt employees' meal periods. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either interrupted, late, or otherwise in violation of California law. Further, Defendant's meal period policies and practices failed to provide Mr. Carranza and the other non-exempt employees a second meal period for shifts over 10.0 hours.

Although Mr. Carranza and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Carranza and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, Defendant's policies/failed to provide rest periods. As such, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*.

On those occasions when Mr. Carranza and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate them with the required rest period premium

for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Carranza and other hourly, non-exempt employees.

Defendant also failed to reimburse Mr. Carranza and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Carranza and other hourly, non-exempt employees to use their personal cellular phone and purchase personal protective equipment for business purposes. Accordingly, despite Mr. Carranza and the other hourly, non-exempt employees being required to use their personal cellular phones and purchase personal protective equipment, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all minimum and overtime wages owed, and meal and rest period premium wages, Defendant failed to pay Mr. Carranza and other former non-exempt employees all wages owed upon termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Minimum Wage Violations

Defendant was required to pay Mr. Carranza and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 16, § 4. Mr. Carranza and other aggrieved employees were not paid for all hours worked due to Defendant's policy and practice of requiring off-the-clock work and shaving and/or rounding non-exempt employees' time.

Overtime Violations

Defendant was required to pay Mr. Carranza and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 16, § 3. According to Labor Code § 510(a), "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." This Section further provides, "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 equal to one

and one-half times their regular rate of pay for all overtime hours worked.” As explained above, Mr. Carranza and other hourly, non-exempt employees worked overtime hours but were not properly compensated due to Defendant’s policy and practice of requiring off-the-clock work, shaving and/or rounding time, and not using the regular rate of pay to calculate the overtime rate.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Carranza and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 11. Specifically, due to the work demands imposed by Defendant, Mr. Carranza and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work, second meal periods, and/or received meal periods were often interrupted. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Mr. Carranza and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... 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.”). Although Mr. Carranza and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Carranza and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Carranza and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 12. As alleged above, Defendant’s rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant, Defendant did not authorize and permit all rest periods. As a result, Mr. Carranza and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, 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 period is not provided.”)

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Carranza and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages.

Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Carranza and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, and meal and rest period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Carranza and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Carranza and other hourly, non-exempt employees to use their personal cellular phone and purchase personal protective equipment to discharge their duties. Accordingly, despite the non-exempt employees being required to use their personal cellular phone and purchase personal protective equipment, Defendant did not reimburse Mr. Carranza or other hourly, non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 16, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."). Mr. Carranza and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Carranza will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr.

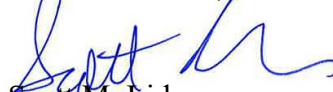
Carranza's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Carranza and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Carranza and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Carranza and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Carranza and other aggrieved employees;
- e) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Carranza and other aggrieved employees;
- f) Defendant violated Labor Code § 226 by failing to furnish Mr. Carranza and other aggrieved employees with accurate and compliant itemized wage statements;
- g) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Carranza and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties; and
- h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Carranza and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On September 8, 2026 I served the foregoing document(s) described as:

First Amended Class and Representative Action Complaint

on the interested party(ies) in this action as follows:

PETER CHOI (SBN: 249482)
pchoi@grsm.com
KATHERINE BRUCE (SBN: 288694)
kbruce@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470
Additional recipient(s): Kaylan Walker (kwalker@grsm.com)

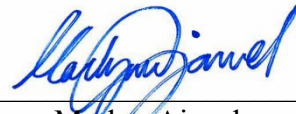
Attorneys for Defendant
ORTIZ CORPORATION

[X] (BY ELECTRONIC SERVICE) Electronic Filing through One Legal, an electronic filing system of the San Diego Superior Court, pursuant to Local Rules, which will send notification of such filing to the e-mail addresses denoted on the case's Electronic Service List.

[] (BY E-MAIL OR ELECTRONIC TRANSMISSION) I caused the above-listed documents to be served upon the persons listed via e-mail or electronic transmission to their respective e-mail addresses. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2026, at El Segundo, California.



Marlyn Ajanel