

July 1, 2026

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL

J & S Construction Clean Up, Inc.
12881 Knott Street, Suite 118
Garden Grove, California 92841

c/o Agent of Service

Andy Garcia
7657 Seville Ave.
Ste 100
Huntington Park, CA 90255

Re: *PAGA Notice of Labor Code Violations – Irene Ortega v. J & S Construction Clean Up, Inc.*

To Whom It May Concern:

This letter is written notice under the California Labor Code Private Attorneys General Act of 2004, as amended (Lab. Code §§ 2698 et seq.) (“PAGA”). It is submitted online to the Labor and Workforce Development Agency (“LWDA”) and served on the employer by certified mail in accordance with Labor Code section 2699.3, subdivision (a)(1). Irene Ortega (“Ms. Ortega”) provides this notice on behalf of herself and all other current and former non-exempt employees of J & S Construction Clean Up, Inc., together with any staffing agency, professional employer organization, or other joint employer (collectively, “Defendants”), who were subject in California to the unlawful practices described below (the “aggrieved employees”).

Ms. Ortega was employed by Defendants in an hourly, non-exempt position as an Operations Supervisor from approximately August 18, 2025 through March 3, 2026, at a rate of \$28.75 per hour. She personally suffered each of the Labor Code violations described in this letter and is an “aggrieved employee” within the meaning of Labor Code section 2699, subdivision (c). This notice is governed by PAGA as amended by Assembly Bill 2288 and Senate Bill 92, applicable to notices filed on or after June 19, 2024.

FACTS AND THEORIES SUPPORTING THE ALLEGED VIOLATIONS

Defendants operate a post-construction cleaning business headquartered in Garden Grove, California, that serves general contractors, developers, and business owners on projects across multiple states. Ms. Ortega worked as an Operations Supervisor, overseeing cleaning projects, supervising the estimating and operations team, preparing project estimates, and recruiting subcontractors. She reported to Operations Manager [REDACTED], with additional oversight from Vice President [REDACTED], and was scheduled to work Monday through Friday.

Throughout her employment, Ms. Ortega and other non-exempt employees regularly performed work outside their scheduled shifts without pay. On weekday evenings they fielded calls, text messages, and emails from subcontractors, superintendents, and management, on average roughly one hour per evening, and on weekends they spent approximately six hours each Saturday and Sunday overseeing active projects and coordinating with contractors in different time zones. [REDACTED] was aware of this work and, on multiple occasions, directed Ms. Ortega to cover weekend project oversight. Rather than pay overtime, [REDACTED] enforced an informal, unwritten arrangement under which employees who worked after hours were told to leave early the following day and to record only their standard hours. When Ms. Ortega recorded overtime on her handwritten timesheet, [REDACTED] instructed her to cross out the entry, initial the change, and take time off instead; other members of the department were similarly discouraged from recording their true hours. As a result, Defendants' records reflect only 5.62 hours of overtime for Ms. Ortega over the entirety of 2025, despite a regular workweek of approximately 45 to 50 hours.

Defendants also paid non-discretionary incentive compensation tied to project awards but failed to include that remuneration in the regular rate of pay, so that any overtime actually paid was calculated at an unlawfully low rate. In addition, Defendants required employees to attend company events during evening hours without pay.

Ms. Ortega's meal periods were routinely interrupted by contractors, subcontractors, and management who required her to respond to project matters, and the demands of overseeing multi-state projects across time zones prevented her from being relieved of all duty; no second meal period was provided on shifts exceeding ten hours. She was not authorized and permitted to take compliant ten-minute rest periods, as continuous calls and mandatory weekly scorecard quotas for calls, follow-ups, and project prequalifications kept her working. Defendants nonetheless required employees to certify, under penalty of perjury on each handwritten timesheet, that they had received all meal and rest periods, and paid no premium wages when those periods were not provided.

Because of the weekend workload, Ms. Ortega frequently worked seven consecutive days without the day of rest required by law and without premium compensation. Defendants further required Ms. Ortega to use her personal vehicle for company events and project travel beyond her ordinary commute, and to use her personal cellular phone and social-media accounts to recruit subcontractors on

Defendants' behalf, without reimbursement; when she requested mileage reimbursement, [REDACTED] refused.

Because Defendants did not record all hours worked and did not pay all wages and premiums owed, the itemized wage statements furnished to Ms. Ortega and the aggrieved employees did not accurately reflect total hours worked, all applicable hourly rates, or gross and net wages earned. When Defendants terminated Ms. Ortega's employment on March 3, 2026, they failed to pay all wages due at separation: her final wage statement reflected only 1.32 hours of overtime for the February 16–28, 2026 pay period, the weekend work she performed and documented on March 1 and 2, 2026 was not paid at the overtime rate, and earned incentives were withheld.

These practices were not unique to Ms. Ortega. They reflected department-wide policies and practices, including the informal "leave-early" arrangement, the discouragement of accurate timekeeping, the interruption of meal and rest periods, the perjury certifications, and the failure to reimburse expenses, applied uniformly to the aggrieved employees.

THE LABOR CODE PROVISIONS ALLEGED TO HAVE BEEN VIOLATED

- 1. Failure to Pay Minimum, Overtime, and All Wages Owed (Lab. Code §§ 204, 223, 510, 1194, 1197, 1198).** By suffering and permitting off-the-clock work, substituting informal time off for overtime, deferring overtime beyond the pay period in which it was earned, excluding non-discretionary incentive pay from the regular rate, and thereby paying less than the wages due (including less than minimum wage for certain workweeks), Defendants failed to pay all minimum, straight-time, and overtime wages when due. Ms. Ortega seeks the civil penalties under Labor Code section 210 (for § 204), section 225.5 (for § 223), section 558 (for § 510), and section 1197.1 (for § 1197), and the default civil penalty under section 2699, subdivision (f)(2), for the violations of sections 1194 and 1198.
- 2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, 1198).** Defendants failed to provide uninterrupted, duty-free 30-minute meal periods, failed to provide second meal periods on shifts over ten hours, obtained no lawful on-duty meal period waivers, and paid no premium wages. Ms. Ortega seeks the civil penalty under Labor Code section 558 (for § 512) and the default civil penalty under section 2699, subdivision (f)(2), for the violations of sections 226.7 and 1198.
- 3. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7, 1198).** Defendants failed to authorize and permit net ten-minute rest periods for each four hours worked and paid no premium wages. Ms. Ortega seeks the default civil penalty under Labor Code section 2699, subdivision (f)(2).
- 4. Failure to Provide a Day of Rest (Lab. Code §§ 551, 552).** Defendants caused Ms. Ortega and the aggrieved employees to work seven consecutive days without the day of rest guaranteed by law. (See *Mendoza v. Nordstrom, Inc.* (2017) 2 Cal.5th 1074.) Ms. Ortega seeks the default civil penalty under Labor Code section 2699, subdivision (f)(2).

5. Failure to Indemnify Business Expenses (Lab. Code § 2802). Defendants failed to reimburse necessary business expenses, including personal-vehicle mileage and the use of a personal cell phone and personal social-media accounts for work. (See *Cochran v. Schwan's Home Service* (2014) 228 Cal.App.4th 1137.) Ms. Ortega seeks the default civil penalty under Labor Code section 2699, subdivision (f)(2).

6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226). Defendants' wage statements failed to accurately reflect total hours worked, all applicable hourly rates, and gross and net wages earned, as a direct result of the unpaid work and premiums described above. Because these failures were knowing and intentional and prevented employees from promptly and easily determining the accuracy of their pay, the reduced penalty of Labor Code section 2699, subdivision (f)(2)(A)(i), does not apply, and Ms. Ortega seeks the default civil penalty under section 2699, subdivision (f)(2).

7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, 203). Defendants willfully failed to pay all wages earned and unpaid, including overtime, premium wages, and earned incentives, at the time of separation. Ms. Ortega seeks the default civil penalty under Labor Code section 2699, subdivision (f)(2).

8. Failure to Maintain Accurate Records (Lab. Code §§ 1174, 1174.5). Defendants failed to keep accurate records of the hours worked and wages paid to Ms. Ortega and the aggrieved employees, relying on handwritten timesheets that omitted after-hours and weekend work and directing employees to cross out, alter, or refrain from recording overtime. Ms. Ortega seeks the civil penalty under Labor Code section 1174.5, and the default civil penalty under section 2699, subdivision (f)(2).

Defendants' conduct in requiring work in excess of the hours and days fixed by the applicable Wage Order also violated Labor Code sections 558 and 1199. Because section 1199 carries only a criminal penalty, Ms. Ortega seeks, for those violations, the default civil penalty under Labor Code section 2699, subdivision (f)(2).

CIVIL PENALTIES, RELIEF, AND DISTRIBUTION

For each violation above that does not carry its own civil penalty, Ms. Ortega seeks the default civil penalty under Labor Code section 2699, subdivision (f)(2)(A), of one hundred dollars (\$100) for each aggrieved employee per pay period, and the enhanced penalty of two hundred dollars (\$200) for each aggrieved employee per pay period under subdivision (f)(2)(B) to the extent that, within the five years preceding the violation, the agency or a court found Defendants' policy or practice unlawful, or a court determines Defendants' conduct was malicious, fraudulent, or oppressive.

For each violation that carries its own civil penalty, Ms. Ortega seeks the penalty provided by the applicable statute, including Labor Code sections 210, 225.5, 558, 1174.5, and 1197.1. Consistent with *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, Ms. Ortega seeks only the fixed civil penalties

available through PAGA and does not seek unpaid wages as civil penalties under sections 558 or 1197.1.

In addition to civil penalties, Ms. Ortega seeks injunctive relief and reasonable attorneys' fees and costs under Labor Code section 2699. Any civil penalties recovered are distributed sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees. (Lab. Code § 2699, subd. (m).)

CONCLUSION

This letter constitutes the notice required by Labor Code section 2699.3. Should the LWDA elect not to investigate or otherwise pursue these violations, Ms. Ortega intends to commence a civil action on behalf of herself and the aggrieved employees to recover civil penalties, injunctive relief, and reasonable attorneys' fees and costs. Please direct any correspondence regarding this matter to the undersigned.

Very truly yours,



Rotem Tamir, Esq.
BLUESTONE LAW