SETYAN LAW, APC.
150 S. LOS ROBLES AVE., STE 720
PASADENA, CALIFORNIA 91101
TELEPHONE: (213) 618.3655
EMAIL: S.SETYAN@SETYANLAW.COM

October 16, 2026

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Anthony Conway v. Maintco Corp., et al.
RE: PRIVATE ATTORNEYS GENERAL ACT (Our File No. 1240)

To Whom It May Concern:

Please be informed that Maintco Corp., a California corporation and licensed contractor (CSLB License No. 696478) located at 20 W. Burbank Blvd., Burbank, CA 91502, and Barrett Business Services, Inc., a professional employer organization doing business at 301 E. Vanderbilt Way, Suite 320, San Bernardino, CA 92408, which co-employed our client and issued his wage statements from approximately December 2025 through March 2026 (hereinafter collectively referred to as "Respondents"), and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Anthony J. Conway, as well as other current and former non-exempt employees of Respondents within the applicable statute of limitations period, including at all of Respondents' locations and job sites within California.

Our client worked for Respondents as a field maintenance technician (variously titled Physical Plant Service Technician III, Facilities Services Technician II, and Facilities Services Technician I) from on or about January 8, 2024, until Respondents terminated his employment on March 31, 2026. He was a full-time, non-exempt hourly employee paid $28.00 per hour. Respondents dispatched our client, through the ServiceFusion mobile application on his personal cell phone, to perform maintenance, repair, electrical, plumbing, roofing and construction work at the sites of Respondents' commercial clients (principally 7-Eleven and Jack in the Box locations) throughout Southern California, from Los Angeles and Orange Counties to Lancaster, Palmdale, Victorville, Riverside, San Bernardino and Perris. Respondents required our client to keep a company-owned service van, loaded with Respondents' tools and materials, at his home; to load and unload the van at home each day; to log into the ServiceFusion application from home before leaving for his first job; to be on call around the clock as a backup technician; and to drive the van from home to the first job site and from the last job site home. Our client and the other similarly situated technicians worked over 8 hours per day and/or 40 hours per week but were not paid for all hours worked or the requisite overtime pay. Further, Respondents failed to pay minimum

wages, failed to authorize and permit rest periods, failed to pay wages when due, made unlawful deductions from wages, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, failed to reimburse necessary business expenses, failed to pay all wages due at separation, and retaliated against our client for complaining about these violations, as follows:

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1198, and Sections 3, 4 and 5 of the applicable Wage Order, because they failed to pay our client and other similarly situated employees for all hours worked, including at the statutory minimum wage. Respondents maintained and enforced a policy, memorialized in the March 30, 2026 "Employee Payroll Acknowledgment" they asked our client to sign, that "Technicians are compensated for travel time exceeding one (1) hour" and that "commute time (to and from home)" is excluded from compensable hours. Pursuant to that policy, Respondents did not pay our client and the other technicians for (a) the time spent each morning loading Respondents' van with tools and supplies and logging into the ServiceFusion application at Respondents' direction; (b) the time spent driving Respondents' van, loaded with Respondents' tools and materials, from home to the first job site and from the last job site back home, which routinely took one to three hours each way; (c) the time spent unloading the van each evening; and (d) beginning in approximately the latter part of 2025, the time technicians were required to call in and wait for work to be posted in the application, which at times was not posted until late morning or mid-day. Because Respondents required technicians to use Respondents' vans, did not permit them to park the vans at Respondents' facility, and controlled their activities during this time, this time constitutes hours worked. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575.) In addition, when Respondents did pay for on-call driving time, they paid it at a rate of $15.00 per hour, as reflected on our client's wage statements under the heading "Drive Time On Call," which is below the California minimum wage in effect at all relevant times. Respondents further failed to pay our client and other technicians for the time they were subject to Respondents' control while on call, and failed to pay reporting time pay on days when technicians reported for work by telephone or through the application but were furnished less than half of their usual day's work.

Respondents violated Labor Code §§ 510, 1194 and 1198, and Section 3 of the applicable Wage Order, because they failed to pay our client and other similarly situated employees all overtime wages for hours worked in excess of 8 per day, 40 per week, and on the seventh consecutive day of work in a workweek. First, the unpaid hours described above pushed our client's workdays and workweeks past the daily and weekly overtime thresholds, yet Respondents paid no overtime premium for those hours. Second, Respondents routinely reclassified hours worked on longer jobs as "Project" or "Special Project" work and paid a flat sum for the job (for example, $100, $200, $265, $400, $600, $975 or $1,560) in lieu of hourly and overtime wages, regardless of the number of hours the job actually took; Respondents admitted in the March 30, 2026 Acknowledgment that a nine-hour work order "was classified as project-based work" and "will be compensated as project pay." Third, Respondents calculated the overtime they did pay at a flat $42.00 per hour (1.5 × $28.00) and excluded the project pay, standby pay and other non-discretionary remuneration from the regular rate of pay, in violation of Labor Code § 510 and *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542.

Respondents violated Labor Code §§ 226.7 and 1198, and Section 11 of the applicable Wage Order, because they failed to authorize and permit our client and other similarly situated employees to take paid, duty-free 10-minute rest periods for every four hours of work or major fraction thereof. Respondents assigned technicians a daily sequence of work orders with a set amount of time to complete each one and treated the time technicians spent driving Respondents' vans between job sites as their "break." Respondents did not affirmatively advise our client and the other technicians of their right to take rest periods, did not relieve them of all duty for rest periods, and did not pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant rest period was not provided.

Pursuant to *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, the premium payments owed for Respondents' rest period violations constitute wages that Respondents were required to report on itemized wage statements pursuant to Labor Code § 226 and to pay upon separation of employment pursuant to Labor Code §§ 201, 202 and 203. Respondents did neither.

Respondents violated Labor Code §§ 226(a)(1), (2), (5), (8) and (9) and 1174 because they failed to furnish our client and other similarly situated employees with accurate itemized wage statements. The wage statements omitted the unpaid hours described above and therefore misstated gross wages earned, total hours worked, net wages earned, and the number of hours worked at each hourly rate. Hours worked on "Project" and "Special Project" jobs were not shown at all; those line items reflect only a flat dollar amount, with no hours and no hourly rate. Wage statements issued in early 2024 identified the employer only as "Maintco Corp., Burbank, CA 91502," without a street address. Respondents also failed to furnish wage statements semimonthly or at the time of payment: our client repeatedly had to request his wage statements in writing (including on October 18, 2024, October 31, 2025, November 3, 2025 and February 27, 2026) before Respondents would provide them, and after payroll moved to Barrett Business Services, Inc. in December 2025, our client's access to the online wage statement portal was revoked and he was given a login link that expired within 24 hours. Respondents further failed to keep accurate records of the hours worked by our client and the other technicians, as required by Labor Code § 1174(d) and Section 6 of the applicable Wage Order; our client never saw, completed or signed a timesheet during his employment, and the "timesheets" Respondents produced after his termination exclude the hours worked described above.

Respondents violated Labor Code § 204 because they failed to pay our client and other similarly situated employees all wages earned when due on regular paydays. Respondents deferred and split "Project" wages across multiple pay periods after the work was performed; for example, $575.00 owed for work our client completed on August 16, 2025 was not paid until December 10, 2025, after our client complained in writing on December 2, 2025, and Respondents' Senior Operations Manager confirmed in writing the same day that Respondents were "processing half of the approved amount" in one pay period and deferring the rest to the next. Respondents also failed to pay on regular paydays the wages for all hours worked described above.

Respondents violated Labor Code §§ 221 and 224 because they took unauthorized deductions from the wages of our client and other similarly situated employees, including deductions labeled "Due from Tony Conway," "Advance," and "Life Group Insurance," the last of which was for a life insurance benefit that Respondents had promised in writing to provide at

their own expense, and because they recouped wages already earned by docking reported hours for travel time after the fact.

Respondents violated Labor Code §§ 201, 202 and 203 because they willfully failed to pay our client and other similarly situated employees all wages earned and due upon separation of employment. Respondents terminated our client on March 31, 2026, but the final wages they tendered did not include the unpaid minimum wages, overtime wages, rest period premiums and other wages described above, none of which has been paid to date.

Respondents violated Labor Code § 2802 and Section 8 of the applicable Wage Order because they failed to indemnify our client and other similarly situated employees for necessary expenditures incurred in direct consequence of the discharge of their duties. Respondents required technicians to use their personal cell phones to receive dispatches, log in and out, document jobs with photographs and communicate with dispatch through the ServiceFusion application, and did not reimburse them for that use, notwithstanding a written promise of a $30 monthly cell phone stipend that was never paid. Respondents also required our client to furnish and use his own hand and power tools even though his wages were less than twice the minimum wage, and, effective September 1, 2024, adopted a written policy making employees financially responsible for parking citations incurred while performing work for Respondents during work hours.

Respondents violated Labor Code §§ 551 and 552 because they caused our client and other similarly situated employees to work more than six days in seven without a day of rest, including by scheduling technicians for five weekdays of work and then requiring them to work weekend on-call and emergency assignments.

Respondents violated Labor Code §§ 98.6 and 1102.5 because they retaliated against our client for complaining about unpaid and late-paid wages, for requesting his wage statements and payroll records, and for objecting to and refusing to participate in unlawful conduct. Our client, who is not a certified electrician, was assigned by Respondents, a C-10 electrical contractor, to perform electrical work on Respondents' projects, including a 2025 project at which Respondents' project manager told a city inspector that our client was the electrician. Our client objected to Respondents' Senior Operations Manager, [redacted], that he would not misrepresent himself to a government inspector and that doing so was unlawful; [redacted] responded that "no one is going to know" that he had done the electrical work. On December 2, 2025, our client complained in writing to [redacted] that Respondents were paying his wages late and splitting them across pay periods. On March 30, 2026, Respondents summoned our client to their Burbank office for a "payroll review" meeting with [redacted] and his supervisor, [redacted], at which he again raised the discrepancy between the hours he worked and the hours he was paid, including unpaid travel time; Respondents asked him to sign an acknowledgment that "no further discrepancies remain outstanding," which he declined to sign. The next morning, March 31, 2026, Respondents called him into the office and terminated him, purportedly due to "a reduction in available work," while his co-workers continued to be dispatched to work orders, and simultaneously offered him $2,240 in exchange for a general release of all Labor Code claims. That same day our client requested his time records for 2024 through 2026, and Respondents refused to provide them for 2024 and 2025.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondents also violated the following provisions, which are not listed in Labor Code § 2699.5: (1) Labor Code § 226(b) and (c), because Respondents failed to comply with our client's written request, sent March 31, 2026 and again by certified mail delivered April 6, 2026, to inspect or receive copies of his payroll and time records for January 1, 2024 through March 31, 2026, producing records for 2026 only and ignoring the request as to 2024 and 2025, which entitles our client to the penalty provided by Labor Code § 226(f); (2) Labor Code § 2810.5, because, on information and belief, Respondents failed to provide our client and other similarly situated employees at the time of hire with the written notice required by the Wage Theft Prevention Act stating, among other things, the rate or rates of pay and the basis thereof, the regular payday, the name, address and telephone number of the employer, and the name, address and policy number of the employer's workers' compensation insurance carrier; and (3) Labor Code § 108.2, because Respondents, a contractor holding a C-10 electrical license, assigned our client and, on information and belief, other technicians who were not certified electricians, registered apprentices or registered electrician trainees to perform electrical work for which certification is required, including electrical work at commercial job sites, at Respondents' own office, and at residential properties owned by Respondents' principals and their family members.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek civil penalties under the following Labor Code sections which are not themselves independently violated but which provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 225.5, 226.3, 558, 1174.5, 1197.1 and 2699(f).

Please take further notice of Respondents' violations of Title 8, California Code of Regulations, § 11160, Industrial Welfare Commission Wage Order No. 16-2001 (or, alternatively, § 11040, Wage Order No. 4-2001), Labor Code §§ 98.6, 201–204, 221, 224, 226, 226.7, 510, 551, 552, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2699, and other applicable provisions. As alleged herein, Respondents' failure to pay minimum wages and wages for all hours worked, failure to pay overtime wages, failure to authorize and permit rest periods, unlawful deductions from wages, failure to provide timely and accurate itemized wage statements, failure to maintain accurate payroll records, failure to reimburse necessary business expenses, failure to pay all wages when due and upon termination, and retaliation against our client for exercising his rights under the Labor Code constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that he and Respondents' other non-exempt employees in California, including without limitation Respondents' field service and maintenance technicians, were subject to the same policies and practices and the same violations described above, and therefore are aggrieved employees within the meaning of Labor Code § 2699. Thus, our client, as an aggrieved employee who personally suffered each of the violations

described above, brings this action against Respondents on behalf of himself, all other current and former aggrieved employees, and the State of California.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on behalf of our client, all other aggrieved employees, and the State of California, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Very truly yours,

SETYAN LAW, APC



Samvel Setyan
Attorney at Law

CC: Maintco Corp.
c/o Inna Tuler
20 W. Burbank Blvd.
Burbank, CA 91502

Barrett Business Services, Inc.
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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150 S. LOS ROBLES AVE., SUITE 720
PASADENA, CALIFORNIA 91101
TELEPHONE: (213) 618.3655
EMAIL: S.SETYAN@SETYANLAW.COM

October 16, 2026

Via U.S. First Class Mail and Certified Mail/ Return Receipt Requested
9589-0710-5270-3676-0297-16

Maintco Corp.
c/o Inna Tuler
20 W. Burbank Blvd.
Burbank, CA 91502

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Our client worked for Respondents as a field maintenance technician (variously titled Physical Plant Service Technician III, Facilities Services Technician II, and Facilities Services Technician I) from on or about January 8, 2024, until Respondents terminated his employment on March 31, 2026. He was a full-time, non-exempt hourly employee paid $28.00 per hour. Respondents dispatched our client, through the ServiceFusion mobile application on his personal cell phone, to perform maintenance, repair, electrical, plumbing, roofing and construction work at the sites of Respondents' commercial clients (principally 7-Eleven and Jack in the Box locations) throughout Southern California, from Los Angeles and Orange Counties to Lancaster, Palmdale, Victorville, Riverside, San Bernardino and Perris. Respondents required our client to keep a

company-owned service van, loaded with Respondents' tools and materials, at his home; to load and unload the van at home each day; to log into the ServiceFusion application from home before leaving for his first job; to be on call around the clock as a backup technician; and to drive the van from home to the first job site and from the last job site home. Our client and the other similarly situated technicians worked over 8 hours per day and/or 40 hours per week but were not paid for all hours worked or the requisite overtime pay. Further, Respondents failed to pay minimum wages, failed to authorize and permit rest periods, failed to pay wages when due, made unlawful deductions from wages, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, failed to reimburse necessary business expenses, failed to pay all wages due at separation, and retaliated against our client for complaining about these violations, as follows:

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1198, and Sections 3, 4 and 5 of the applicable Wage Order, because they failed to pay our client and other similarly situated employees for all hours worked, including at the statutory minimum wage. Respondents maintained and enforced a policy, memorialized in the March 30, 2026 "Employee Payroll Acknowledgment" they asked our client to sign, that "Technicians are compensated for travel time exceeding one (1) hour" and that "commute time (to and from home)" is excluded from compensable hours. Pursuant to that policy, Respondents did not pay our client and the other technicians for (a) the time spent each morning loading Respondents' van with tools and supplies and logging into the ServiceFusion application at Respondents' direction; (b) the time spent driving Respondents' van, loaded with Respondents' tools and materials, from home to the first job site and from the last job site back home, which routinely took one to three hours each way; (c) the time spent unloading the van each evening; and (d) beginning in approximately the latter part of 2025, the time technicians were required to call in and wait for work to be posted in the application, which at times was not posted until late morning or mid-day. Because Respondents required technicians to use Respondents' vans, did not permit them to park the vans at Respondents' facility, and controlled their activities during this time, this time constitutes hours worked. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575.) In addition, when Respondents did pay for on-call driving time, they paid it at a rate of $15.00 per hour, as reflected on our client's wage statements under the heading "Drive Time On Call," which is below the California minimum wage in effect at all relevant times. Respondents further failed to pay our client and other technicians for the time they were subject to Respondents' control while on call, and failed to pay reporting time pay on days when technicians reported for work by telephone or through the application but were furnished less than half of their usual day's work.

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Respondents violated Labor Code §§ 98.6 and 1102.5 because they retaliated against our client for complaining about unpaid and late-paid wages, for requesting his wage statements and payroll records, and for objecting to and refusing to participate in unlawful conduct. Our client, who is not a certified electrician, was assigned by Respondents, a C-10 electrical contractor, to perform electrical work on Respondents' projects, including a 2025 project at which Respondents' project manager told a city inspector that our client was the electrician. Our client objected to Respondents' Senior Operations Manager, [redacted], that he would not misrepresent himself to a government inspector and that doing so was unlawful; [redacted] responded that "no one is going to know" that he had done the electrical work. On December 2, 2025, our client complained in writing to [redacted] that Respondents were paying his wages late and splitting them across pay periods. On March 30, 2026, Respondents summoned our client to their Burbank office for a "payroll review" meeting with [redacted] and his supervisor, [redacted], at which he again raised the discrepancy between the hours he worked and the hours he was paid, including unpaid travel time; Respondents asked him to sign an acknowledgment that "no further discrepancies remain outstanding," which he declined to sign. The next morning, March 31, 2026, Respondents called him into the office and terminated him, purportedly due to "a reduction in available work,"

while his co-workers continued to be dispatched to work orders, and simultaneously offered him $2,240 in exchange for a general release of all Labor Code claims. That same day our client requested his time records for 2024 through 2026, and Respondents refused to provide them for 2024 and 2025.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondents also violated the following provisions, which are not listed in Labor Code § 2699.5: (1) Labor Code § 226(b) and (c), because Respondents failed to comply with our client's written request, sent March 31, 2026 and again by certified mail delivered April 6, 2026, to inspect or receive copies of his payroll and time records for January 1, 2024 through March 31, 2026, producing records for 2026 only and ignoring the request as to 2024 and 2025, which entitles our client to the penalty provided by Labor Code § 226(f); (2) Labor Code § 2810.5, because, on information and belief, Respondents failed to provide our client and other similarly situated employees at the time of hire with the written notice required by the Wage Theft Prevention Act stating, among other things, the rate or rates of pay and the basis thereof, the regular payday, the name, address and telephone number of the employer, and the name, address and policy number of the employer's workers' compensation insurance carrier; and (3) Labor Code § 108.2, because Respondents, a contractor holding a C-10 electrical license, assigned our client and, on information and belief, other technicians who were not certified electricians, registered apprentices or registered electrician trainees to perform electrical work for which certification is required, including electrical work at commercial job sites, at Respondents' own office, and at residential properties owned by Respondents' principals and their family members.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek civil penalties under the following Labor Code sections which are not themselves independently violated but which provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 225.5, 226.3, 558, 1174.5, 1197.1 and 2699(f).

Please take further notice of Respondents' violations of Title 8, California Code of Regulations, § 11160, Industrial Welfare Commission Wage Order No. 16-2001 (or, alternatively, § 11040, Wage Order No. 4-2001), Labor Code §§ 98.6, 201–204, 221, 224, 226, 226.7, 510, 551, 552, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2699, and other applicable provisions. As alleged herein, Respondents' failure to pay minimum wages and wages for all hours worked, failure to pay overtime wages, failure to authorize and permit rest periods, unlawful deductions from wages, failure to provide timely and accurate itemized wage statements, failure to maintain accurate payroll records, failure to reimburse necessary business expenses, failure to pay all wages when due and upon termination, and retaliation against our client for exercising his rights under the Labor Code constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that he and Respondents' other non-exempt employees in California, including without limitation Respondents' field service and maintenance technicians, were subject to the same policies and practices and the same violations described above, and therefore are aggrieved employees within the meaning of Labor Code § 2699. Thus, our client, as an aggrieved employee who personally suffered each of the violations described above, brings this action against Respondents on behalf of himself, all other current and former aggrieved employees, and the State of California.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on behalf of our client, all other aggrieved employees, and the State of California, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Please be advised that this office has a lien on the above-entitled case for attorney's fees and costs. As such, you are hereby advised to make all settlement checks payable to Setyan Law, APC, Client Trust Account. Should you fail to do so, we will separately pursue our attorney's fees and costs.

Please contact our law office within the next two weeks in order to discuss a settlement for our client's wage and hour claims.

Very truly yours,

SETYAN LAW, APC



Samvel Setyan
Attorney at Law

SETYAN LAW, APC.
150 S. LOS ROBLES AVE., SUITE 720
PASADENA, CALIFORNIA 91101
TELEPHONE: (213) 618.3655
EMAIL: S.SETYAN@SETYANLAW.COM

October 16, 2026

Via U.S. First Class Mail and Certified Mail/ Return Receipt Requested
9589-0710-5270-3676-0296-86

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c/o Inna Tuler
20 W. Burbank Blvd.
Burbank, CA 91502

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c/o CSC - Lawyers Incorporating Service
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Sacramento, CA 95833

Anthony Conway v. Maintco Corp., et al.
RE: PRIVATE ATTORNEYS GENERAL ACT (Our File No. 1240)

To Whom It May Concern:

Please be informed that Maintco Corp., a California corporation and licensed contractor (CSLB License No. 696478) located at 20 W. Burbank Blvd., Burbank, CA 91502, and Barrett Business Services, Inc., a professional employer organization doing business at 301 E. Vanderbilt Way, Suite 320, San Bernardino, CA 92408, which co-employed our client and issued his wage statements from approximately December 2025 through March 2026 (hereinafter collectively referred to as "Respondents"), and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Anthony J. Conway, as well as other current and former non-exempt employees of Respondents within the applicable statute of limitations period, including at all of Respondents' locations and job sites within California.

Our client worked for Respondents as a field maintenance technician (variously titled Physical Plant Service Technician III, Facilities Services Technician II, and Facilities Services Technician I) from on or about January 8, 2024, until Respondents terminated his employment on March 31, 2026. He was a full-time, non-exempt hourly employee paid $28.00 per hour. Respondents dispatched our client, through the ServiceFusion mobile application on his personal cell phone, to perform maintenance, repair, electrical, plumbing, roofing and construction work at the sites of Respondents' commercial clients (principally 7-Eleven and Jack in the Box locations) throughout Southern California, from Los Angeles and Orange Counties to Lancaster, Palmdale, Victorville, Riverside, San Bernardino and Perris. Respondents required our client to keep a

company-owned service van, loaded with Respondents' tools and materials, at his home; to load and unload the van at home each day; to log into the ServiceFusion application from home before leaving for his first job; to be on call around the clock as a backup technician; and to drive the van from home to the first job site and from the last job site home. Our client and the other similarly situated technicians worked over 8 hours per day and/or 40 hours per week but were not paid for all hours worked or the requisite overtime pay. Further, Respondents failed to pay minimum wages, failed to authorize and permit rest periods, failed to pay wages when due, made unlawful deductions from wages, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, failed to reimburse necessary business expenses, failed to pay all wages due at separation, and retaliated against our client for complaining about these violations, as follows:

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1198, and Sections 3, 4 and 5 of the applicable Wage Order, because they failed to pay our client and other similarly situated employees for all hours worked, including at the statutory minimum wage. Respondents maintained and enforced a policy, memorialized in the March 30, 2026 "Employee Payroll Acknowledgment" they asked our client to sign, that "Technicians are compensated for travel time exceeding one (1) hour" and that "commute time (to and from home)" is excluded from compensable hours. Pursuant to that policy, Respondents did not pay our client and the other technicians for (a) the time spent each morning loading Respondents' van with tools and supplies and logging into the ServiceFusion application at Respondents' direction; (b) the time spent driving Respondents' van, loaded with Respondents' tools and materials, from home to the first job site and from the last job site back home, which routinely took one to three hours each way; (c) the time spent unloading the van each evening; and (d) beginning in approximately the latter part of 2025, the time technicians were required to call in and wait for work to be posted in the application, which at times was not posted until late morning or mid-day. Because Respondents required technicians to use Respondents' vans, did not permit them to park the vans at Respondents' facility, and controlled their activities during this time, this time constitutes hours worked. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575.) In addition, when Respondents did pay for on-call driving time, they paid it at a rate of $15.00 per hour, as reflected on our client's wage statements under the heading "Drive Time On Call," which is below the California minimum wage in effect at all relevant times. Respondents further failed to pay our client and other technicians for the time they were subject to Respondents' control while on call, and failed to pay reporting time pay on days when technicians reported for work by telephone or through the application but were furnished less than half of their usual day's work.

Respondents violated Labor Code §§ 510, 1194 and 1198, and Section 3 of the applicable Wage Order, because they failed to pay our client and other similarly situated employees all overtime wages for hours worked in excess of 8 per day, 40 per week, and on the seventh consecutive day of work in a workweek. First, the unpaid hours described above pushed our client's workdays and workweeks past the daily and weekly overtime thresholds, yet Respondents paid no overtime premium for those hours. Second, Respondents routinely reclassified hours worked on longer jobs as "Project" or "Special Project" work and paid a flat sum for the job (for example, $100, $200, $265, $400, $600, $975 or $1,560) in lieu of hourly and overtime wages, regardless of the number of hours the job actually took; Respondents admitted in the March 30, 2026 Acknowledgment that a nine-hour work order "was classified as project-based work" and

"will be compensated as project pay." Third, Respondents calculated the overtime they did pay at a flat $42.00 per hour (1.5 × $28.00) and excluded the project pay, standby pay and other non-discretionary remuneration from the regular rate of pay, in violation of Labor Code § 510 and *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542.

Respondents violated Labor Code §§ 226.7 and 1198, and Section 11 of the applicable Wage Order, because they failed to authorize and permit our client and other similarly situated employees to take paid, duty-free 10-minute rest periods for every four hours of work or major fraction thereof. Respondents assigned technicians a daily sequence of work orders with a set amount of time to complete each one and treated the time technicians spent driving Respondents' vans between job sites as their "break." Respondents did not affirmatively advise our client and the other technicians of their right to take rest periods, did not relieve them of all duty for rest periods, and did not pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant rest period was not provided.

Pursuant to *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, the premium payments owed for Respondents' rest period violations constitute wages that Respondents were required to report on itemized wage statements pursuant to Labor Code § 226 and to pay upon separation of employment pursuant to Labor Code §§ 201, 202 and 203. Respondents did neither.

Respondents violated Labor Code §§ 226(a)(1), (2), (5), (8) and (9) and 1174 because they failed to furnish our client and other similarly situated employees with accurate itemized wage statements. The wage statements omitted the unpaid hours described above and therefore misstated gross wages earned, total hours worked, net wages earned, and the number of hours worked at each hourly rate. Hours worked on "Project" and "Special Project" jobs were not shown at all; those line items reflect only a flat dollar amount, with no hours and no hourly rate. Wage statements issued in early 2024 identified the employer only as "Maintco Corp., Burbank, CA 91502," without a street address. Respondents also failed to furnish wage statements semimonthly or at the time of payment: our client repeatedly had to request his wage statements in writing (including on October 18, 2024, October 31, 2025, November 3, 2025 and February 27, 2026) before Respondents would provide them, and after payroll moved to Barrett Business Services, Inc. in December 2025, our client's access to the online wage statement portal was revoked and he was given a login link that expired within 24 hours. Respondents further failed to keep accurate records of the hours worked by our client and the other technicians, as required by Labor Code § 1174(d) and Section 6 of the applicable Wage Order; our client never saw, completed or signed a timesheet during his employment, and the "timesheets" Respondents produced after his termination exclude the hours worked described above.

Respondents violated Labor Code § 204 because they failed to pay our client and other similarly situated employees all wages earned when due on regular paydays. Respondents deferred and split "Project" wages across multiple pay periods after the work was performed; for example, $575.00 owed for work our client completed on August 16, 2025 was not paid until December 10, 2025, after our client complained in writing on December 2, 2025, and Respondents' Senior Operations Manager confirmed in writing the same day that Respondents were "processing half of the approved amount" in one pay period and deferring the rest to the next. Respondents also failed to pay on regular paydays the wages for all hours worked described above.

Respondents violated Labor Code §§ 221 and 224 because they took unauthorized deductions from the wages of our client and other similarly situated employees, including deductions labeled "Due from Tony Conway," "Advance," and "Life Group Insurance," the last of which was for a life insurance benefit that Respondents had promised in writing to provide at their own expense, and because they recouped wages already earned by docking reported hours for travel time after the fact.

Respondents violated Labor Code §§ 201, 202 and 203 because they willfully failed to pay our client and other similarly situated employees all wages earned and due upon separation of employment. Respondents terminated our client on March 31, 2026, but the final wages they tendered did not include the unpaid minimum wages, overtime wages, rest period premiums and other wages described above, none of which has been paid to date.

Respondents violated Labor Code § 2802 and Section 8 of the applicable Wage Order because they failed to indemnify our client and other similarly situated employees for necessary expenditures incurred in direct consequence of the discharge of their duties. Respondents required technicians to use their personal cell phones to receive dispatches, log in and out, document jobs with photographs and communicate with dispatch through the ServiceFusion application, and did not reimburse them for that use, notwithstanding a written promise of a $30 monthly cell phone stipend that was never paid. Respondents also required our client to furnish and use his own hand and power tools even though his wages were less than twice the minimum wage, and, effective September 1, 2024, adopted a written policy making employees financially responsible for parking citations incurred while performing work for Respondents during work hours.

Respondents violated Labor Code §§ 551 and 552 because they caused our client and other similarly situated employees to work more than six days in seven without a day of rest, including by scheduling technicians for five weekdays of work and then requiring them to work weekend on-call and emergency assignments.

Respondents violated Labor Code §§ 98.6 and 1102.5 because they retaliated against our client for complaining about unpaid and late-paid wages, for requesting his wage statements and payroll records, and for objecting to and refusing to participate in unlawful conduct. Our client, who is not a certified electrician, was assigned by Respondents, a C-10 electrical contractor, to perform electrical work on Respondents' projects, including a 2025 project at which Respondents' project manager told a city inspector that our client was the electrician. Our client objected to Respondents' Senior Operations Manager, [redacted], that he would not misrepresent himself to a government inspector and that doing so was unlawful; [redacted] responded that "no one is going to know" that he had done the electrical work. On December 2, 2025, our client complained in writing to [redacted] that Respondents were paying his wages late and splitting them across pay periods. On March 30, 2026, Respondents summoned our client to their Burbank office for a "payroll review" meeting with [redacted]amle and his supervisor, [redacted], at which he again raised the discrepancy between the hours he worked and the hours he was paid, including unpaid travel time; Respondents asked him to sign an acknowledgment that "no further discrepancies remain outstanding," which he declined to sign. The next morning, March 31, 2026, Respondents called him into the office and terminated him, purportedly due to "a reduction in available work,"

while his co-workers continued to be dispatched to work orders, and simultaneously offered him $2,240 in exchange for a general release of all Labor Code claims. That same day our client requested his time records for 2024 through 2026, and Respondents refused to provide them for 2024 and 2025.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondents also violated the following provisions, which are not listed in Labor Code § 2699.5: (1) Labor Code § 226(b) and (c), because Respondents failed to comply with our client's written request, sent March 31, 2026 and again by certified mail delivered April 6, 2026, to inspect or receive copies of his payroll and time records for January 1, 2024 through March 31, 2026, producing records for 2026 only and ignoring the request as to 2024 and 2025, which entitles our client to the penalty provided by Labor Code § 226(f); (2) Labor Code § 2810.5, because, on information and belief, Respondents failed to provide our client and other similarly situated employees at the time of hire with the written notice required by the Wage Theft Prevention Act stating, among other things, the rate or rates of pay and the basis thereof, the regular payday, the name, address and telephone number of the employer, and the name, address and policy number of the employer's workers' compensation insurance carrier; and (3) Labor Code § 108.2, because Respondents, a contractor holding a C-10 electrical license, assigned our client and, on information and belief, other technicians who were not certified electricians, registered apprentices or registered electrician trainees to perform electrical work for which certification is required, including electrical work at commercial job sites, at Respondents' own office, and at residential properties owned by Respondents' principals and their family members.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek civil penalties under the following Labor Code sections which are not themselves independently violated but which provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 225.5, 226.3, 558, 1174.5, 1197.1 and 2699(f).

Please take further notice of Respondents' violations of Title 8, California Code of Regulations, § 11160, Industrial Welfare Commission Wage Order No. 16-2001 (or, alternatively, § 11040, Wage Order No. 4-2001), Labor Code §§ 98.6, 201–204, 221, 224, 226, 226.7, 510, 551, 552, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2699, and other applicable provisions. As alleged herein, Respondents' failure to pay minimum wages and wages for all hours worked, failure to pay overtime wages, failure to authorize and permit rest periods, unlawful deductions from wages, failure to provide timely and accurate itemized wage statements, failure to maintain accurate payroll records, failure to reimburse necessary business expenses, failure to pay all wages when due and upon termination, and retaliation against our client for exercising his rights under the Labor Code constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that he and Respondents' other non-exempt employees in California, including without limitation Respondents' field service and maintenance technicians, were subject to the same policies and practices and the same violations described above, and therefore are aggrieved employees within the meaning of Labor Code § 2699. Thus, our client, as an aggrieved employee who personally suffered each of the violations described above, brings this action against Respondents on behalf of himself, all other current and former aggrieved employees, and the State of California.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on behalf of our client, all other aggrieved employees, and the State of California, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Please be advised that this office has a lien on the above-entitled case for attorney's fees and costs. As such, you are hereby advised to make all settlement checks payable to Setyan Law, APC, Client Trust Account. Should you fail to do so, we will separately pursue our attorney's fees and costs.

Please contact our law office within the next two weeks in order to discuss a settlement for our client's wage and hour claims.

Very truly yours,

SETYAN LAW, APC



Samvel Setyan
Attorney at Law