



CALIFORNIA EMPLOYMENT COUNSEL, PC

TIMOTHY B. DEL CASTILLO
TDC@CASTLEEMPLOYMENTLAW.COM
916-245-0122

2999 DOUGLAS BLVD.
SUITE 180
ROSEVILLE, CA 95661

October 23, 2025

For Online Filing:

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

Re: *Emily Thomas v. A & A Ready Concrete*

Dear Labor Commissioner,

As counsel for, and on behalf of, Emily Thomas (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendant(s)”) notice pursuant to California Labor Code section 2699.3:

A & A Ready Concrete
4621 Teller Avenue
Newport Beach, CA 92660

Bristol Management Services
4621 Teller Avenue, Suite 130
Newport Beach, CA 92660

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendant(s). Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all other aggrieved employees, current and formerly employed by Defendant, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Claimant was employed by Defendants as a non-exempt employee at their location in Chico, California from approximately August 26, 2021.

Claimant and other aggrieved employees worked for Defendants as non-exempt employees in California. Claimant experienced and is informed and believes other employees of Defendants also experienced the following, and on that basis they are aggrieved employees as discussed herein:

Defendants' businesses are in the construction industry. Claimant and other aggrieved employees, or a subset thereof, operated vehicles for Defendants, including concrete hauling trucks. Claimant and other aggrieved employees operated out of a central location operated by Defendants.

Claimant and other aggrieved employees were required to clock out for their meal periods, resulting in unpaid time. However, Claimant and other aggrieved employees were not relieved of all duties during these meal periods and/or were required to travel a significant distance to eat in the area designated for meals, resulting in time that should have been compensated being completely unpaid. Moreover, Claimant believes that other working time was not recorded and not properly compensated.

Claimant and other aggrieved employees would, from time-to-time, be required to work in excess of 8 hours in a work day and/or in excess of 40 hours in a work week, and sometimes worked in excess of twelve hours in a work day and/or for six consecutive days. Some of this time was not recorded as it was treated as unpaid time, despite Claimant and other aggrieved employees working during these times. As a result, Claimant and other aggrieved employees were not paid all overtime-premium wages owed.

Claimant and other aggrieved employees were furnished with wage statements that failed to include all time worked and wages owed. Because time during which Claimant and other aggrieved employees were working was recorded as unpaid, or otherwise not recorded since they were clocked out, the wage statements furnished to Claimant and other aggrieved employees omitted these hours and the wages owed to them.

Claimant and other aggrieved employees were furnished with wage statements that failed to accurately identify their employer.

Claimant and other aggrieved employees were not paid the prevailing wage for public works jobs. From time-to-time, Claimant and other aggrieved employees would be assigned to one jobsite that was not a public works subject to prevailing wage requirements. But, upon arrival, they were told that they were actually supposed to be delivering or working at another jobsite that was subject to the prevailing wage. Defendants would only record their assignment to the non-prevailing wage jobsite and failed to pay them the prevailing wage for the time performing labor on public works.

Claimant and other aggrieved employees were not adequately reimbursed for all business expenses incurred by the employees. In addition to failing to adequately reimburse Claimant and other aggrieved employees for other business expenses, including, but not limited to, fuel for their trucks and personal protective equipment.

Claimant and other aggrieved employees had to purchase their own personal protective equipment when the equipment provided by Defendants was inadequate, if it were provided at all.

Defendants failed to adequately reimburse Claimant and other aggrieved employees for all these expenses incurred by Claimant and other aggrieved employees to purchase adequate personal protective equipment.

Claimant and other aggrieved employees were not provided adequate personal protective equipment, including adequate clothing. Claimant believes that Claimant and other aggrieved employees were exposed to injurious materials, including wet concrete, but were not provided with adequate body protection or clothing to prevent or minimize contact with the injurious materials.

Claimant and other aggrieved employees were not provided adequate personal protective equipment, including adequate hearing protection. Claimant believes that Claimant and other aggrieved employees were exposed to excessive sound for extended periods of time without adequate protection.

Claimant and other aggrieved employees were not furnished with adequate restroom facilities. At Defendants' central location, Defendants' effectively provided one toilet for at least 10 and up to approximately 30 employees of different sexes. At the construction jobsites, there were at times no toilet facilities or only one for over 5 employees of different sexes.

Claimant and other aggrieved employees were not furnished with adequate handwashing facilities. At Defendants' central location, Defendants' effectively provided one sink for handwashing for 10 and up to approximately 30 employees of mixed sexes. At the construction jobsites, there were at times no handwashing facilities with adequate cleansing agent and method to dry their hands.

Claimant and other aggrieved employees were not furnished adequate washing stations. Defendants did not provide adequate washing stations at jobsites, including jobsites where they could be exposed to potentially hazardous substances.

Claimant and other aggrieved employees were not furnished adequate potable water. Defendants provided water only at their central location and did not provide any containers for Claimant and other aggrieved employees to transport that water to jobsites. There was no potable water available to Claimant and other aggrieved employees at jobsites or the water was not reasonably available.

Claimant and other aggrieved employees were not furnished with adequate shade at jobsites. At Defendants' jobsites, Defendants' failed to provide shade in either the open air or with adequate ventilation and cooling. Defendants' failure included, but was not limited to, requiring Claimant and other aggrieved employees to rely on trucks without working ventilation and cooling.

Claimant and other aggrieved employees were required to operate vehicles and equipment that were unsafe. The unsafe vehicles and equipment included, but were not limited to, a vehicle that Defendants knew had inadequate ventilation and cooling. In addition, Defendants would require Claimant and other aggrieved employees to operate a truck with glitchy software that the driver would need to be extra cautious when operating to ensure they were not hurt because of the way the software would interfere with the vehicle's operation. Furthermore, additional safety equipment was not

maintained on vehicles, such as the safety signage required when a vehicle had to make an emergency stop on the highway.

Claimant and other aggrieved employees were also retaliated against for using paid sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, Claimant and other aggrieved employees or a family member, or other permitted use. Claimant, specifically, took leave and upon returning was retaliated against, which included, but was not necessarily limited to, her hours being reduced and her being denied work that her seniority should have otherwise entitled her to be assigned.

B. VIOLATIONS OF THE LABOR CODE EXPERIENCED BY CLAIMANT AND OTHER AGGRIEVED EMPLOYEES

Violation of Labor Code §§ 1194, 1197, 1197.1; IWC Wage Order(s) (Failure to Pay Minimum Wages)

California Labor Code sections 1194, 1197, 1197.1 and relevant IWC Wage Order(s) require employers to pay at least the applicable minimum wage for all time worked. During the period Claimant and other aggrieved employees were employed by Defendant, they were entitled to be paid at least the State's or other applicable minimum wage rate for all time that they worked. For the reasons stated above, Defendants did not pay Claimant and other aggrieved employees at least the applicable minimum wage for all hours worked. Thus, Claimant and other aggrieved employees were not paid at least the applicable state minimum wage for all hours worked in violation of the Labor Code.

Violation of Labor Code §§ 510, 1194; IWC Wage Order(s) (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 and relevant IWC Wage Order(s) require employers to pay employees overtime at 1.5 times of each employee's regular rate for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime at 1.5 times of each employee's regular rate for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double each employee's regular rate for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and other aggrieved employees were not paid overtime wages as legally required.

Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social

security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states,

An employer shall indemnify his or her employee 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 her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

For the reasons stated above, Defendants failed to pay required reimbursements to Claimants and other aggrieved employees for required business expenses in violation of the Labor Code.

Violation of Labor Code Sections 6400, 6401, 6402, 6403, 6404, 6406, 6407; Title 8 of the California Code of Regulations (Failure to Provide a Safe and Healthful Workplace)

Labor Code Section 6400 et seq. and Title 8 of the California Code of Regulations requires employers to provide a place of employment that is safe and healthful, and they must do everything reasonably necessary to protect the life, safety, and health of employees. This includes providing safety devices, safeguards, and adopting safe practices. For the reasons stated above, Defendants failed to provide a safe and healthful workplace for Claimant and other aggrieved employees, in violation of the Labor Code and applicable regulations.

Violation of Labor Code §§ 1770 et seq, 1720.9 (Failure to Pay Prevailing Wage)

Labor Code Sections 1770 et seq. set the requirements for payment of the prevailing wage. Section 1771 provides that “not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.” Section 1720.9 extends the meaning of “public works” to also mean the hauling and delivery of ready-mixed concrete to carry out a public works contract. For the reasons stated above, Defendants failed to pay the prevailing wage to Claimant and other aggrieved employees in violation of the Labor Code.

Violation of Labor Code Sections 6400, 6401, 6402, 6403, 6404, 6406, 6407; Title 8 of the California Code of Regulations Sections 1522 et seq. (Failure to Provide Adequate Body Protection and Clothing)

Labor Code Section 6400 et seq. and Title 8 of the California Code of Regulations require employers to provide safe and sanitary workplaces. Title 8, Section 1522 provides that “Appropriate body protection shall be required for those employees whose work exposes them to injurious materials.” Section 1522 also provides that “Clothing appropriate for the work being done shall be worn. Loose sleeves, tails, ties, frills, lapels, cuffs, or other loose clothing shall not be worn around machinery in which it might become entangled.” For the reasons stated above, Defendants failed to meet these requirements in violation of the Labor Code and applicable regulations.

Violation of Labor Code Sections 6400, 6401, 6402, 6403, 6404, 6406, 6407; Title 8 of the California Code of Regulations Sections 1521, 5095-5098 et seq. (Failure to Provide Adequate Hearing Protection)

Labor Code Section 6400 et seq. and Title 8 of the California Code of Regulations require employers to provide safe and sanitary workplaces. Title 8 of the California Regulations Section 1521 require hearing protect as required by Section 5096(b). Sections 5095 through 5098 provide the requirements for hearing protection and exposure limits for employees. Section 5096, provides a table of sound exposure, providing the time that employees are permitted to exposed to certain sound levels or appropriate engineering controls should be used or the employees should be provided with personal protective equipment. For the reasons stated above, Defendants failed to meet these requirements in violation of the Labor Code and applicable regulations.

Violation of Labor Code Sections 2441, 6400, 6401, 6402, 6403, 6404, 6406, 6407; Violation of Title 8, Sections 1524 (Failure to Provide Adequate Drinking Water Supply)

Labor Code Section 6400 et seq. and Title 8 of the California Code of Regulations require employers to provide safe and sanitary workplaces. California Labor Code Section 2441 and Title 8, Section 1524 requires employers to provide all employees potable water in adequate supply for drinking. Labor Code Section 2441 mandates that employers provide fresh and pure drinking water free of charge during working hours, with access permitted at reasonable and convenient times. For the reasons stated above, Defendants failed to meet these requirements in violation of the Labor Code and applicable regulations.

Violation of Labor Code Sections 6400, 6401, 6402, 6403, 6404, 6406, 6407; Violation of Title 8, Sections 1526 (Failure to Provide Adequate Toilet Facilities)

Labor Code Section 6400 et seq. and Title 8 of the California Code of Regulations require employers to provide safe and sanitary workplaces. Title 8 of the California Code of Regulations Section 1526 requires toilets be provided a construction jobsites. With limited exceptions, “A minimum of one separate toilet facility shall be provided for each 20 employees or fraction thereof of each sex.” Where a

toilet may be infeasible a carriage disposal facility should be provided. Even under temporary field positions, at least one toilet should be provided. For the reasons stated above, Defendants violated these requirements.

Violation of Labor Code Sections 6400, 6401, 6402, 6403, 6404, 6406, 6407; Violation of Title 8, Sections 1527 (Failure to Provide Adequate Handwashing Facilities)

Labor Code Section 6400 et seq. and Title 8 of the California Code of Regulations require employers to provide safe and sanitary workplaces. Title 8 of the California Code of Regulations Section 1527 washing facilities. Among the requirements, “Where employees are engaging in the application of paints or coatings, or in other operations involving substances which may be harmful to the employees, washing facilities shall be provided in near proximity to the worksite and shall be so equipped as to enable employees to remove such substances.” For the reasons stated above, Defendants to meet these requirements in violation of the Labor Code and applicable regulations.

Violation of Labor Code Sections 6400, 6401, 6402, 6403, 6404, 6406, 6407; Violation of Title 8, Section 3395 (Failure to Comply with Shade Requirements)

Labor Code Section 6400 et seq. and Title 8 of the California Code of Regulations require employers to provide safe and sanitary workplaces. Title 8, Section 3395 provides requirements meant to minimize the risk of heat illness in all outdoor places of employment. Subject to limited exceptions, Title 8, Section 3395 requires shade to be provided to employees.

“Shade shall be present when the temperature exceeds 80 degrees Fahrenheit.” Cal. Code Regs. tit. 8, § 3395(d)(1). “When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling.” Cal. Code Regs. tit. 8, § 3395(d)(1). The amount of shade must be sufficient to accommodate employees on recovery or rest periods, allowing them to “sit in a normal posture fully in the shade without having to be in physical contact with each other” and “shall be located as close as practicable to the areas where employees are working.” Cal. Code Regs. tit. 8, § 3395(d)(1).

Employers must also provide shade when temperatures do not exceed 80 degrees Fahrenheit. “When the outdoor temperature in the work area does not exceed 80 degrees Fahrenheit employers shall either provide shade as per subsection (d)(1) or provide timely access to shade upon an employee's request.” Cal. Code Regs. tit. 8, § 3395(d)(2).

Additionally, “[e]mployees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating.” Cal. Code Regs. tit. 8, § 3395(d)(3). Such access to shade must be permitted at all times, and employees taking preventative cool-down rest must be monitored and encouraged to remain in the shade. Cal. Code Regs. tit. 8, § 3395(d)(3).

For the reasons stated above, Defendants failed to meet these requirements in violation of the Labor Code and applicable regulations.

Violation of Labor Code § 246 (Retaliation for Sick Leave Usage)

Labor Code section 246 establishes employees' rights to accrue and use paid sick leave without interference or retaliation from employers. For the reasons stated above, Defendants violated Claimant and other aggrieved employees' right to sick leave and failed to comply with the legal requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Very truly yours,

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo

cc:

A & A Ready Concrete
4621 Teller Avenue
Newport Beach, CA 92660

Bristol Management Services
4621 TELLER AVENUE, SUITE 130
NEWPORT BEACH, CA 92660