

01/26/2026

By: K. Johnson Deputy

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7 **Attorneys for Plaintiff Sean Hatten**

8 **SUPERIOR COURT OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SACRAMENTO**

10 **SEAN HATTEN, an individual, on his**
11 **behalf and on behalf of the Labor and**
12 **Workforce Development Agency;**

13 **Plaintiff,**

14 **v.**

15 **IDEAL SERVICES NW, LLC, a limited**
16 **liability company; and DOES 1-100,**
17 **inclusive,**

18 **Defendants.**

Case No.: 26CV001684

**COMPLAINT FOR DAMAGES AND CIVIL
PENALTIES**

1. **FAILURE TO PAY OVERTIME**
2. **FAILURE TO PAY MINIMUM WAGE**
3. **FAILURE TO PROVIDE REST PERIODS
OR PAY PREMIUMS**
4. **FAILURE TO PROVIDE MEAL
PERIODS OR PAY PREMIUMS**
5. **FAILURE TO PAY ALL WAGES DUE
AT END OF EMPLOYMENT**
6. **FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS**
7. **FAILURE TO REIMBURSE FOR
BUSINESS EXPENSES**
8. **PRIVATE ATTORNEYS GENERAL ACT**

JURY TRIAL DEMANDED

23 Plaintiff Sean Hatten brings this action against Ideal Services NW, LLC a corporation; and Does
24 1 through 100, for violations of the Labor Code, as follows.

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PARTIES

1. Plaintiff Bryan Hatten ("Plaintiff" or "Hatten") is a resident of California and is an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Defendant Ideal Services NW, LLC ("Ideal Services" or "Defendant") is a Washington corporation formed under the laws of Washington.

3. At all times relevant herein, Defendant was an "employer" as defined by the Labor Code and applicable California Industrial Wage Commission ("IWC") Order(s).

4. Defendant and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, acted as the agent, servant, employee, partner and/or joint venturer of and acted in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, acted both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

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1 13. Additionally, throughout his employment Hatten would be placed on “on-call” status
2 (at first one week per month, and then every other week). When on-call (outside of normal business
3 hours), Hatten was expected to keep his phone on him, answer any calls from Ideal Services, and to
4 immediately stop what he was doing and address customer needs. This resulted in a severe curtailment
5 of Hatten’s ability to engage in personal activities. However, he was not compensated for any of this
6 on-call time. Thus, Ideal Services committed additional violations of Labor Code section 510 and, by
7 failing to pay the minimum wage, also violated sections 1182.12 and 1197.

8 14. Hatten was not reimbursed for necessary work expenses. Hatten was provided with a
9 company vehicle and a plumbing auger (or “snake”) However, he was otherwise required to provide
10 his own, required tools, such as drills, hammers, saws, screwdrivers, voltage meter, gloves, etc. Hatten
11 was paid \$28 per hour, which is not twice the applicable minimum wage in California. (See Cal. Code
12 Regs., tit. 8, § 11050(4).) Thus, Ideal Services was required under the applicable Wage Order to
13 reimburse Hatten for the foregoing work expenses; yet, it made no such reimbursements. Furthermore,
14 when Hatten used his issued company credit card to make necessary purchases (e.g., safety glasses),
15 Ideal Services refused to shoulder that expense and deducted the cost (without written authorization)
16 from Hatten’s wages. (E.g., Exhibit 3.) Thus, Ideal Services violated Labor Code sections 221, 224,
17 and 2802.

18 15. Furthermore, Hatten was denied rest periods and meal periods to which he was entitled.
19 Hatten was almost always by himself while working, so there was nobody to relieve him of duty for
20 (1) a ten-minute rest period for every four hours worked or major fraction thereof and (2) a thirty-
21 minute meal period for work shift that was longer than five hours. Hatten generally remained on duty
22 and typically ate his lunch while driving between jobs. Hatten was never paid an hour’s pay at his
23 regular rate of compensation for the denied rest and meal periods. Thus, Ideal Services violated Labor
24 Code sections 226.7 and 512.

25 16. Because Hatten was not paid all overtime and doubletime wages owed, was not paid
26 premiums for denied rest and meal periods, was not paid the minimum wage for the last two pay
27 periods, and because Ideal Services made unlawful deductions from Hatten’s wages, *supra*, the

1 itemized wage statements furnished to him failed to accurately show gross wages earned, net wages
2 earned, all applicable hourly rates and the corresponding number of hours worked at each rate, in
3 violation of Labor Code section 226(a).

4 17. Hatten resigned his employment on November 13, 2025. To date, he has not been paid
5 any portion of the wages due and owing, *supra*. Thus, Ideal Services violated Labor Code section 202.

6 18. The foregoing list of misconduct is a partial list only and is set forth by way of example.

7 19. On November 20, 2025, Hatten provided written notice to the Labor and Workforce
8 Development Agency ("LWDA") and Ideal Services regarding the specific provisions of the Labor
9 Code alleged to have been violated, including the facts and theories to support those alleged violations.
10 (Exhibit 4.)

11 20. As of the filing of this Complaint, more than 65 calendar days after Hatten's written
12 notice, the LWDA did not provide written notice that it intends to investigate any of Esquivel's
13 allegations as set forth above. Accordingly, Hatten satisfied the administrative prerequisites under
14 Labor Code section 2699.3 to bring a civil action to recover civil penalties against Defendants, in
15 addition to other remedies, for violations of the California Labor Code.

16 **FIRST CAUSE OF ACTION**
17 **FAILURE TO PAY OVERTIME**
18 **(Lab. Code, § 510)**
Against Defendants

19 21. Plaintiff hereby realleges and incorporates by reference each and every allegation set
20 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
21 allegations of this cause of action.

22 22. Pursuant to California Labor Code section 510, any work in excess of eight hours in
23 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
24 worked on the seventh day of work in any one workweek shall be compensated at the rate of no less
25 than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours
26 in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
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1 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be
2 compensated at the rate of no less than twice the regular rate of pay of an employee.

3 23. Pursuant to Labor Code section 1198 and the applicable IWC Wage Order(s), it is
4 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
5 two-times that person's regular rate of pay, depending upon the number of hours worked by the person
6 on a daily or weekly basis.

7 24. During the relevant time period, Plaintiff regularly and/or consistently worked in excess
8 of eight hours per day, in excess of forty hours per workweek, in excess of six days per workweek, and
9 in excess of twelve hours per day.

10 25. During the relevant time period, Defendants intentionally and willfully failed to pay
11 overtime wages owed to Plaintiff.

12 26. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to
13 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
14 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
15 balance of the full amount of this minimum wage or overtime compensation, including interest
16 thereon, reasonable attorney's fees, and costs of suit.

17 27. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
18 provided.

19 **SECOND CAUSE OF ACTION**
20 **FAILURE TO PAY MINIMUM WAGE**
21 **(Lab. Code, §§ 1182.12, 1197)**
Against Defendants

22 28. Plaintiff hereby realleges and incorporates by reference each and every allegation set
23 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 29. The minimum wage in California in 2024 was \$16 per hour. In 2025, it was \$16.50 per
26 hour. (See Cal. Code Regs., tit. 8, § 11040, ¶ 4.)

30. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

31. Pursuant to Labor Code section 1197, the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

32. Labor Code section 1194.2 provides that in any action under section 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

33. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
(Lab. Code, § 226.7)
Against Defendants

34. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

35. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. 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 work day that the meal or rest period is not provided.

36. Section 11 of the applicable IWC Wage Order provides:

“(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees’ immediate work area.

(B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

37. The “regular rate of compensation”, for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

38. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay at their regular rate of compensation for each missed rest period.

39. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS
(Lab. Code, §§ 226.7, 512)
Against Defendants

40. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

41. Labor Code section 226.7 requires employers to provide employees with meal periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. 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 work day that the meal or rest period is not provided.

42. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare Commission provide that an employer may not employ a person for a work period of more than five hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

43. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

1 44. During the relevant time period, Plaintiff was not provided with meal breaks as
2 required by law and did not receive an additional hour of premium pay at his regular rate of
3 compensation for each missed meal period.

4 45. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

5 **FIFTH CAUSE OF ACTION**
6 **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
7 **(Lab. Code, § 201, *et seq.*)**
8 **Against Defendants**

9 46. Plaintiff hereby realleges and incorporates by reference each and every allegation set
10 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 47. Labor Code section 201 requires an employer to pay an employee all wages earned and
13 unpaid at the time the employer discharges the employee. Labor Code section 202 requires an
14 employer to pay the employee all wages due no later than 72 hours after the employee quits his
15 employment.

16 48. Labor Code section 203 provides: "If an employer willfully fails to pay, without
17 abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
18 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from
19 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages
20 shall not continue for more than 30 days".

21 49. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid
22 wages upon cessation of employment.

23 50. Wherefore, Plaintiff requests relief as hereafter provided.

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SIXTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE
STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

51. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

52. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, 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, (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, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment."

53. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees. (Lab. Code, § 226, subd. (e)(1).)

54. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one

1 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
2 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
3 during the pay period or any of the other information required to be provided pursuant to Labor Code
4 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
5 name and address of the employer and iv) the name of the employee and the last four digits of his or
6 her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A),
7 (B)(i)-(iv).) “Promptly and easily determine” means a reasonable person would be able to readily
8 ascertain the information without reference to other documents or information. (Lab. Code, § 226,
9 subd. (e)(2)(C).)

10 55. As set forth above, Defendants intentionally and willfully failed to furnish accurate
11 itemized wage statements which complied with Labor Code section 226.

12 56. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
13 provided.

14 **SEVENTH CAUSE OF ACTION**
15 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
16 **(Lab. Code, § 2802.)**
17 **Against Defendants**

18 57. Plaintiff hereby realleges and incorporates by reference each and every paragraph
19 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
20 allegations of this cause of action.

21 58. Labor Code section 202, subdivision (a) provides that “[a]n employer shall
22 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
23 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
24 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
25 believed them to be unlawful.

26 59. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff for all
27 incurred business expenses.

28 60. Labor Code section 2802 further provides that, in an action for reimbursement of
business expenses, a prevailing plaintiff is entitled to an award of attorney’s fees.

1 61. Wherefore, Plaintiff has been injured as set forth above and requests relief as
2 hereafter provided.

3 **EIGHTH CAUSE OF ACTION**
4 **PRIVATE ATTORNEYS GENERAL ACT**
5 **(Lab. Code, § 2698 *et seq.*)**
6 **Against Defendants**

7 62. Plaintiff hereby realleges and incorporates by reference each and every allegation
8 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 63. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
11 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
12 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
13 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
14 to the procedures outlined in Labor Code section 2699.3.

15 64. Plaintiff was employed by Defendants and the alleged violations were committed
16 against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined
17 by Labor Code section 2699, subdivision (c). Other current and former employees are also
18 aggrieved employees in that one or more of the alleged violations were also committed against
19 them during their time of employment with Defendants.

20 65. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable
21 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is
22 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for
23 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
24 each subsequent violation.

25 66. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved
26 employee may recover the civil penalty on behalf of himself or herself and other current or former
27 employees against whom one or more of the alleged violations was committed. Furthermore, any
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1 employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees
2 and costs.

3 67. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against Defendants
4 for violations of the Labor Code.

5 68. Wherefore, Plaintiff and other employees (current and former) have been aggrieved
6 and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as
7 hereafter provided.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

10 **As to the First through Seventh Causes of Action:**

- 11 1. For compensatory damages;
- 12 2. For injunctive relief, including that available under Labor Code section 226(h);
- 13 3. For statutory penalties including, but not limited to, those available under Labor Code
14 sections 203 and 226;
- 15 4. For statutory attorneys' fees and costs, including those available under Labor Code
16 sections 218.5, 226(e)(1) and (h), and 1194, as well as those available under Code of
17 Civil Procedure section 1021.5;
- 18 5. For prejudgment and post-judgment interest according to any applicable provision of law
19 or as otherwise permitted by law; and
- 20 6. For such other and further relief as the court deems just and proper.

21 **As to the Eighth Cause of Action:**

- 22 1. For civil penalties, including but not limited to those available under Labor Code
23 sections 226.3, 558, 1197.1, and 2699(f);
- 24 2. For injunctive relief;
- 25 3. For statutory attorneys' fees and costs, including but not limited to those available
26 under Labor Code section 2699(g);

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- 4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
- 5. For such other and further relief as the court deems just and proper.

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DATED: January 26, 2026

MAYALL HURLEY P.C.

By _____

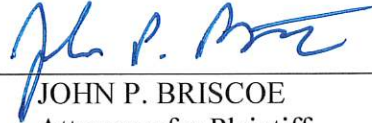

JOHN P. BRISCOE
Attorneys for Plaintiff,
SEAN HATTEN

Exhibit 1

WEEKLY TIME CARD

ID L SERVICES NW

NAME		NO. 0812		WEEK ENDING		January 18, 2025		Night Job		EMG Job				
JOB #	JOB NAME	ST.	TYPE OF WORK	START TIME	END TIME	S	M	T	W	T	F	S	NJ	EM
244725	Wildwings	CA	Handyman	7:00am	10:30pm		3.5							
250081	Wildwings	CA	Handyman	10:30am	12:00pm		1.5							
244795	Home Depot	CA	Handyman	12:00pm	3:30pm		3.5							
244796	Home Depot	CA	Handyman	3:30pm	4:00pm		.5							
250049	Home Depot	CA	Handyman	4:00pm	7:30pm		3.5							
243129	Home Depot	CA	Handyman	9:00pm	5:30pm			8.5						
Shop	West Sac	CA	TG. Told me to depot	2:15pm	4:15pm				2					
243129	Home Depot	CA	Handyman	8:30pm	5:30pm				9					
Shop	Auto care	CA	Van maintenance	3:00pm	4:00pm					1				
243880	Dutch Bros	CA	Handyman	8:30am	11:00am						2.5			
250169	Home Depot	CA	Handyman	11:00am	1:00pm						2			
250174	Home Depot	CA	Handyman	1:00pm	3:45pm						3.75			
DAILY TOTALS							12.5	8.5	11	1	8.25			
Record #						WEEKLY TOTAL						41.25		

Exhibit 2

Rec'd: 117		Emp'd: 812 SEAN M HATTEN					Quarter: 1 State: CA	
Check: 168383		Date: 01/24/2025		Period: 01/12/2025 to 01/18/2025				
Rate:	Regular 28.0000	Overtime 42.0000	Premium 56.0000	Sick	Vacation	Holiday	SICK	5.79
Hours:	37.75	3.00	0.50	0.00	0.00	0.00		
Pay:	1,139.50	126.00	28.00	0.00	0.00	0.00	VACATION	0.00
Totals:	Hours 41.25	Gross Pay 1,293.50	Add-Ons 0.00	Deductions 178.93	Net Pay 1,114.57	YTD Wages 4,401.50		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	80.20	272.90	CA CALIFORNIA STATE	Ded	26.10	75.46
Medicare	Ded	18.76	63.83	CA STATE DISABILITY	Ded	15.52	52.81
Federal Income Tax	Ded	38.35	74.67				

Ideal Services NW LLC
 5113 Pacific Hwy E Suite 13
 Fife, WA 98424
 253-475-8884

01/24/2025

Non-negotiable

Rec'd: 117		Emp'd: 812 SEAN M HATTEN					Quarter: 1 State: CA	
Check: 168383		Date: 01/24/2025		Period: 01/12/2025 to 01/18/2025				
Rate:	Regular 28.0000	Overtime 42.0000	Premium 56.0000	Sick	Vacation	Holiday	Piece	0.00
Hours:	37.75	3.00	0.50	0.00	0.00	0.00	Diem	0.00
Pay:	1,139.50	126.00	28.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 41.25	Gross Pay 1,293.50	Add-Ons 0.00	Deductions 178.93	Net Pay 1,114.57	YTD Wages 4,401.50	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	80.20	272.90	CA CALIFORNIA STATE	Ded	26.10	75.46
Medicare	Ded	18.76	63.83	CA STATE DISABILITY	Ded	15.52	52.81
Federal Income Tax	Ded	38.35	74.67				

Exhibit 3

Rec#: 866		Emp#: 812 SEAN M HATTEN					Quarter: 3 State: CA	
Check: 169125		Date: 08/01/2025		Period: 07/20/2025 to 07/26/2025				
Rate:	Regular 28.0000	Overtime 42.0000	Premium 56.0000	Sick	Vacation	Holiday	SICK	30.57
Hours:	36.50	0.00	0.00	0.00	0.00	0.00	VACATION	0.00
Pay:	1,119.50	0.00	0.00	0.00	0.00	0.00	MISC	0.00
Totals:	Hours 36.50	Gross Pay 1,119.50	Add-Ons 0.00	Deductions 224.52	Net Pay 894.98	YTD Wages 33,716.00	PERDIEM	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	68.09	2,061.34	EE - Employee Dental	Ded	3.14	69.08
Medicare	Ded	15.92	482.10	ER - Dental	Acc	9.41	207.02
Federal Income Tax	Ded	14.92	513.74	ER - GROUP TERM LIFE	Acc	3.23	58.14
Tool Purchase	Ded	70.44	70.44	CA CALIFORNIA STATE	Ded	17.51	575.50
Per Deim	Add		150.00	CA STATE DISABILITY	Ded	13.18	398.95
EE - Dependents heal	Ded	21.32	469.04				

Ideal Services NW LLC
5113 Pacific Hwy E Suite 13
Fife, WA 98424
253-475-8884

08/01/2025

Non-negotiable

Rec#: 866		Emp#: 812 SEAN M HATTEN					Quarter: 3 State: CA	
Check: 169125		Date: 08/01/2025		Period: 07/20/2025 to 07/26/2025				
Rate:	Regular 28.0000	Overtime 42.0000	Premium 56.0000	Sick	Vacation	Holiday	Piece	0.00
Hours:	36.50	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	1,119.50	0.00	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 36.50	Gross Pay 1,119.50	Add-Ons 0.00	Deductions 224.52	Net Pay 894.98	YTD Wages 33,716.00	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
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Per Deim	Add		150.00	CA STATE DISABILITY	Ded	13.18	398.95
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Exhibit 4

NORTHERN CALIFORNIA
118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]
♦
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207
SOUTHERN CALIFORNIA
360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]



112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240
TELEPHONE: (209) 477-3833
WWW.MAYALLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

November 20, 2025

SUBMITTED ELECTRONICALLY

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

SENT VIA CERTIFIED MAIL

Ideal Services NW, LLC
5113 Pacific Hwy. E., Suite 13
Fife, WA 98424

Re: Sean Hatten

To whom it may concern:

This firm represents Sean Hatten (“Hatten”) in connection with claims arising from his former employment with Ideal Services NW, LLC (“Ideal Services”). In accordance with California Labor Code section 2699.3, this letter shall serve as Hatten’s written notice to the Labor and Workforce Development Agency (“LWDA”) and Ideal Services regarding the following violations, and facts and theories supporting those violations, on Hatten’s behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Ideal Services.

Hatten was hired by Ideal Services on December 9, 2024 as a Store Maintenance Technician. Ideal Services is a company that provides maintenance and repair services for various businesses in California and elsewhere. These services include appliance repair, carpentry, electrical work, renovations, and plumbing. Hatten’s duties generally entailed driving a company vehicle to various customers between Redding and Fresno and performing requested services, by himself. At all times throughout his employment, Hatten was correctly classified and paid as an hourly, nonexempt employee.

Ideal Services failed to pay Hatten all overtime and doubletime wages earned at the correct rate. For most of his employment, Hatten worked a full-time schedule and sometimes worked more than eight hours in a day, or 40 hours in a workweek. For

Labor and Workforce Development Agency
Ideal Services NW, LLC
Re: Sean Hatten
November 20, 2025
Page 2 of 3

example, during the pay period of January 12 – 18, 2025, Hatten worked 41.25 hours, as follows:

- January 13: 12.5 hours
- January 14: 8.5 hours
- January 15: 11 hours
- January 16: 1 hour
- January 17: 8.25 hours

(Exhibit A.) Thus, per Labor Code section 510, Hatten should have been paid 7.75 hours at 1.5 times his regular rate, and 0.5 hours at twice his regular rate. However, and for reasons unclear, Hatten was paid for only three hours of overtime, and no doubletime. (Exhibit B.) Thus, Ideal Services violated Labor Code section 510.

Furthermore, Hatten has not been any of his wages earned for the pay periods of November 2 – 8 and November 9-15. Hatten worked overtime during both of these pay periods. Additionally, throughout his employment Hatten would be placed on “on-call” status (at first one week per month, and then every other week). When on-call (outside of normal business hours), Hatten was expected to keep his phone on him, answer any calls from Ideal Services, and to immediately stop what he was doing and address customer needs. This resulted in a severe curtailment of Hatten’s ability to engage in personal activities. However, he was not compensated for any of this on-call time. Thus, Ideal Services committed additional violations of Labor Code section 510 and, by failing to pay the minimum wage, also violated sections 1182.12 and 1197.

Additionally, Hatten was not reimbursed for necessary work expenses. Hatten was provided with a company vehicle and a plumbing auger (or “snake”) However, he was otherwise required to provide his own, required tools, such as drills, hammers, saws, screwdrivers, voltage meter, gloves, etc. Hatten was paid \$28 per hour, which is not twice the applicable minimum wage in California. (See Cal. Code Regs., tit. 8, § 11050(4).) Thus, Ideal Services was required under the applicable Wage Order to reimburse Hatten for the foregoing work expenses; yet, it made no such reimbursements. Furthermore, when Hatten used his issued company credit card to make necessary purchases (e.g., safety glasses), Ideal Services refused to shoulder that expense and deducted the cost (without written authorization) from Hatten’s wages. (Exhibit C.) Thus, Ideal Services violated Labor Code sections 221, 224, and 2802.

Furthermore, Hatten was denied rest periods and meal periods to which he was entitled. Hatten was almost always by himself while working, so there was nobody to relieve him of duty for (1) a ten-minute rest period for every four hours worked or major fraction thereof and (2) a thirty-minute meal period for work shift that was longer than five hours. Hatten generally remained on duty and typically ate his lunch while driving

Labor and Workforce Development Agency
Ideal Services NW, LLC
Re: Sean Hatten
November 20, 2025
Page 3 of 3

between jobs. Hatten was never paid an hour's pay at his regular rate of compensation for the denied rest and meal periods. Thus, Ideal Services violated Labor Code sections 226.7 and 512.

Because Hatten was not paid all overtime and doubletime wages owed, was not paid premiums for denied rest and meal periods, was not paid the minimum wage for the last two pay periods, and because Ideal Services made unlawful deductions from Hatten's wages, *supra*, the itemized wage statements furnished to him failed to accurately show gross wages earned, net wages earned, all applicable hourly rates and the corresponding number of hours worked at each rate, in violation of Labor Code section 226(a).

Hatten resigned his employment on November 13, 2025. As of the date of this letter, he has not been paid any portion of the wages due and owing, *supra*. Thus, Ideal Services violated Labor Code section 202.

The foregoing violations, and each of them, were committed against current and other former employees of Ideal Services in California, and within the last year.

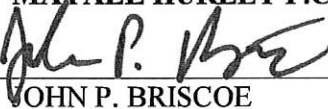
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me and I will provide that information to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Hatten intends to file a civil complaint against Ideal Services pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By


JOHN P. BRISCOE

Enclosures

Exhibit A

WEEKLY TIME CARD

ID L SERVICES NW

Night Job

EMG Job

NAME Sear HattenNO. 0812WEEK ENDING January 18, 2025

JOB #	JOB NAME	ST.	TYPE OF WORK	START TIME	END TIME	S	M	T	W	T	F	S	NJ	EM
244725	wildwings	CA	Handyman	7:00am	10:30am	3.5								
250081	wildwings	CA	Handyman	10:30am	12:00pm	1.5								
244795	Homedepot	CA	Handyman	12:00pm	3:30pm	3.5								
244796	Homedepot	CA	Handyman	3:30pm	4:00pm	.5								
250049	Homedepot	CA	Handyman	4:00pm	7:30pm	3.5								
243129	Homedepot	CA	Handyman	9:00pm	5:30pm			8.5						
Shop	Westac	CA	TG. To the depot	2:15pm	4:15pm				2					
243129	Homedepot	CA	Handyman	8:30pm	5:30pm			9						
Shop	Autocare	CA	Van maintenance	3:00pm	4:00pm				1					
243880	Dutch Bros	CA	Handyman	8:30am	11:00am						2.5			
250169	Homedepot	CA	Handyman	11:00am	1:00pm						2			
250174	Homedepot	CA	Handyman	1:00pm	3:45pm						3.75			
DAILY TOTALS						12.5	8.5	11	1		8.25			

Record #

WEEKLY TOTAL 41.25

Exhibit B

Office DEPOT®

Rec'd: 117	Emp#: 812 SEAN M HATTEN						Quarter: 1	State: CA
Check: 168383	Date: 01/24/2025						Period: 01/12/2025	to 01/18/2025
Rate:	Regular	Overtime	Premium	Sick	Vacation	Holiday	SICK	5.79
Hours:	28.0000	42.0000	56.0000					
Pay:	37.75	3.00	0.50	0.00	0.00	0.00		
	1,139.50	126.00	28.00	0.00	0.00	0.00	VACATION	0.00
Totals:	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages		
	41.25	1,293.50	0.00	178.93	1,114.57	4,401.50		
Calculation	Type	Check	Year	Calculation	Type	Check	Year	
Social Security	Ded	80.20	272.90	CA CALIFORNIA STATE	Ded	26.10	75.46	
Medicare	Ded	18.76	63.83	CA STATE DISABILITY	Ded	15.52	52.81	
Federal Income Tax	Ded	38.35	74.67					

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01/24/2025

Non-negotiable

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Hours:	28.0000	42.0000	56.0000				Diem	0.00
Pay:	37.75	3.00	0.50	0.00	0.00	0.00	Misc	0.00
	1,139.50	126.00	28.00	0.00	0.00	0.00		
Totals:	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary	0.00
	41.25	1,293.50	0.00	178.93	1,114.57	4,401.50		
Calculation	Type	Check	Year	Calculation	Type	Check	Year	
Social Security	Ded	80.20	272.90	CA CALIFORNIA STATE	Ded	26.10	75.46	
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Federal Income Tax	Ded	38.35	74.67					

Exhibit C

Rec#: 866		Emp#: 812 SEAN M HATTEN					Quarter: 3 State: CA	
Check: 169125		Date: 08/01/2025		Period: 07/20/2025 to 07/26/2025				
Rate:	Regular 28.0000	Overtime 42.0000	Premium 56.0000	Sick	Vacation	Holiday	SICK	30.57
Hours:	36.50	0.00	0.00	0.00	0.00	0.00	VACATION	0.00
Pay:	1,119.50	0.00	0.00	0.00	0.00	0.00	MISC	0.00
Totals:	Hours 36.50	Gross Pay 1,119.50	Add-Ons 0.00	Deductions 224.52	Net Pay 894.98	YTD Wages 33,716.00	PERDIEM	0.00

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