

February 18, 2026

ELECTRONICALLY FILED
AND U.S.P.S. CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED

Attn: PAGA Administrator
Labor and Workforce Development
Agency 1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAfilings@dir.ca.gov

Re: **Private Attorneys General Act of 2004 Notice**

Employee: **John Sanders and Aggrieved Employees**

Employer: **Clean Harbors Environmental Services, Inc.**

Dear PAGA Administrator:

Pursuant to Cal. Lab. Code § 2699.3(a), John Sanders (“Mr. Sanders” or “Plaintiff”) hereby notifies the California Labor & Workforce Development Agency (“LWDA”) that he intends to seek civil penalties and injunctive relief pursuant to Cal. Lab. Code §§ 2699(a), (e), (f), and (k) against Clean Harbors Environmental Services, Inc. (“Employer” or “Clean Harbors”), and any unknown related entities involved in the violations alleged, for its violations of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Order(s), including, but not limited to:

- Cal. Lab. Code §§ 204, 226.7, 512, and 1198 (failure to authorize, permit, and/or make available meal and rest periods, or pay premium wages);
- Cal. Lab. Code §§ 204, 510, 1182.12, 1194, 1197, and 1198 (violations regarding payment of wages, including timeliness, overtime pay, and minimum wage);
- Cal. Lab. Code § 2802 (failure to reimburse work expenses);
- Cal. Lab. Code § 1174 (failure to maintain accurate records);
- Cal. Lab. Code § 226 (failure to provide accurate itemized wage statements); and
- Cal. Lab. Code §§ 201-203 (failure to pay all wages due upon termination).

Throughout the Relevant Period,¹ Clean Harbors committed and continues to commit the acts herein alleged maliciously, fraudulently, and oppressively against Mr. Sanders and

¹ “Relevant Period” includes the one-year period preceding the date of this letter. “Aggrieved Employees” has the same meaning as defined in Cal. Lab. Code § 2699(c)(1).



Attn: PAGA Administrator
Labor and Workforce Development Agency
February 18, 2026
Page 2 of 5

Aggrieved Employees.²

Background of Defendant:

Clean Harbors Environmental Services, Inc. offers a range of environmental and industrial services such as hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services. Clean Harbors provides its services to customers in the chemical and manufacturing industries, as well as numerous government agencies.

Clean Harbors Environmental Services, Inc. is registered and headquartered in the State of Massachusetts and does business in the State of California. Clean Harbors employs and has employed over one hundred (100) employees in California and conducts extensive activities in this state.

Background of Plaintiff:

John Sanders worked for Clean Harbors as a Truck Driver from November 2023 through December 12, 2025. Mr. Sanders' duties included transporting hazardous waste materials, class 3 and 4 flammable solids, and medical waste from healthcare facilities. Clean Harbors controls the details of Mr. Sanders' work by setting specific rules regarding the time Mr. Sanders spent on haul routes, by providing training regarding Clean Harbor's expectations, by setting rules regarding his work, and by having a general manager directly and constantly overseeing Mr. Sanders' work. Furthermore, Mr. Sanders was not allowed to subcontract other drivers to work for him or with him. Mr. Sanders' only source of income was his work for Clean Harbors.

Misclassification of Aggrieved Employees as Independent Contractors:

Clean Harbors misclassifies Aggrieved Employees, including Mr. Sanders, as independent contractors instead of employees in circumvention of California wage and hour laws. As noted by the California Supreme Court, businesses such as Clean Harbors misclassify employees "to enable the company to obtain economic advantages that flow from avoiding the financial obligations that a wage order imposes on employers[.]" See *Dynamex Operations v. Superior Court*, 4 Cal. 5th 903 (2018) ("*Dynamex*").

In *Dynamex*, the Supreme Court adopted the "ABC" test to determine whether a worker is properly categorized as an independent contractor. Under the ABC test, a worker is presumed to be an employee as a matter of law unless the employer demonstrates that the worker is: (A) free from the employer's control and direction; (B) performs work outside the usual course of the employer's business; and (C) is customarily engaged in an independently established business.

² Although Plaintiff is a former employee, the Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.



Attn: PAGA Administrator
Labor and Workforce Development Agency
February 18, 2026
Page 3 of 5

Clean Harbors' designation of Mr. Sanders and Aggrieved Employees as independent contractors does not meet any of these three requirements and, accordingly, it misclassified Mr. Sanders and Aggrieved Employees.

First, Clean Harbors exercises substantial control over the Aggrieved Employees' work. This includes reserving the right to terminate or suspend Aggrieved Employees, imposing strict schedules for hauls, requiring them to follow a variety of job instructions and purported customer interactions for each job, including specific rules regarding how the delivery is to be performed and how long Aggrieved Employees are to remain on the road on haul routes. Clean Harbors also determines the applicable pay scheme and rate.

Second, Aggrieved Employees do not perform work that is outside the usual course of Clean Harbors' business. On the contrary, Aggrieved Employees, including Mr. Sanders, perform work that is central to Clean Harbors' business. Clean Harbors describes itself as a leading provider of environmental and industrial services, listing collection and transportation of hazardous and non-hazardous waste as an integral part of their business. If not for the Aggrieved Employees' work of delivering waste for Clean Harbors, Clean Harbors could not continue its essential functions.

Third, Aggrieved Employees, including Mr. Sanders, are not customarily engaged in an independently established trade, occupation, or business. Instead, they are wage laborers who do not operate genuine independent businesses. They do not advertise their services as part of a separate business. They primarily perform work exclusively for Clean Harbors, rely on Clean Harbors to provide the customers, deliveries, and work, and are economically dependent on Clean Harbors. Indeed, Mr. Sanders' only source of income was his work for Clean Harbors.

Aggrieved Employees, including Mr. Sanders, are thus employees as a matter of law. Moreover, Clean Harbors' misclassification scheme results in systematic violations of California's wage and hour laws.

Failure to Timely Provide Earned Wages and to Pay Minimum Wages and Overtime Wages:

Clean Harbors denies Aggrieved Employees, including Mr. Sanders, minimum wage and overtime compensation for all hours worked. Mr. Sanders and Aggrieved Employees often work in excess of eight hours per day and/or forty hours per week. Because Clean Harbors unlawfully misclassifies Mr. Sanders and Aggrieved Employees as independent contractors, Clean Harbors does not issue overtime premium payments for these overtime hours. Clean Harbors instead pays Mr. Sanders and the other Aggrieved Employees at a per-mile rate that does not compensate for all hours actually worked and does not include any overtime premium.

Clean Harbors also requires Mr. Sanders and Aggrieved Employees to remain in their trucks and on-duty during their meal periods (discussed below), resulting in additional



Attn: PAGA Administrator
Labor and Workforce Development Agency
February 18, 2026
Page 4 of 5

unpaid straight time, minimum wage and overtime. This time spent working through meal periods goes unrecorded and uncompensated in violation of California law, giving rise to further minimum wage and overtime violations.

Upon information and belief, Clean Harbors institutes similar policies across California that, once again, result in Aggrieved Employees performing services for the benefit of Clean Harbors without compensation.

Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages:

Clean Harbors routinely fails to provide compliant meal breaks to Plaintiff and Aggrieved Employees. Clean Harbors' policies, practices, and procedures routinely deny Aggrieved Employees, including Mr. Sanders, timely, off-duty meal breaks yet it does not provide them with premium payments. For instance, Mr. Sanders and Aggrieved Employees are often denied compliant meal periods because they: (1) are too busy trying to meet delivery deadlines during the day to have time to take a bona fide meal break; (2) must take their meal periods in their trucks if hauling a load; and (3) are often interrupted during their meal periods with questions from supervisors regarding deliveries and routes. Thus, any meal periods that Mr. Sanders and Aggrieved Employees do take are "on-duty" and noncompliant.

For the same reasons as described above, Mr. Sanders and Aggrieved Employees are not provided with uninterrupted, ten-minute rest periods, during which they are completely relieved of any duty, by the end of the fourth hour of work, and again, by the end of the eighth hour of work.

Clean Harbors also fails to pay Mr. Sanders and other Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that a compliant meal or rest period is not provided. Clean Harbors' failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods was/is willful and/or intentional.

Failure to Reimburse Business Expenses:

Clean Harbors also denies Aggrieved Employees, including Mr. Sanders, reimbursement for business expenditures. For instance, Aggrieved Employees are required to use their personal rigs to make deliveries and to pay out of their own pockets for fuel, vehicle maintenance, insurance, and repairs, and to use their personal cell phones in the direct consequence of the discharge of their job duties. Clean Harbors pays none of costs associated with the routes and does not reimburse any cell phone use for work-related calls. Additionally, Clean Harbors does not reimburse any vehicle repairs, insurance, or maintenance, even though these expenses should be reimbursed under California law. Clean Harbors' failure to properly reimburse Mr. Sanders' and Aggrieved Employees' necessarily incurred business expenses gives rise to violations of Labor Code § 2802. Upon information and belief, Clean Harbors institutes the same or substantially similar policy across California



Attn: PAGA Administrator
Labor and Workforce Development Agency
February 18, 2026
Page 5 of 5

that results in thousands of Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of Clean Harbors.

Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Clean Harbors' misclassification scheme has resulted in violations of California wage and hour laws guaranteeing the rights to overtime, minimum wage, straight time pay, off-duty and otherwise compliant meal and rest periods, and expense reimbursement. Relatedly, Clean Harbors failed to issue itemized wage statements accurately showing, *inter alia*, Mr. Sanders' pay and applicable rates of pay. Therefore, Mr. Sanders and Aggrieved Employees did not and/or do not receive accurate, itemized wage statements in violation of Labor Code § 226(a).

Failure to Timely Pay All Wages Following Separation from Employment:

As a consequence of Clean Harbors' failure to pay for all hours worked, including minimum wage and overtime premiums, Aggrieved Employees do not receive all wages owed during employment. Additionally, Aggrieved Employees who are Clean Harbors' former employees did not receive all wages owed upon separation from employment.

...

Mr. Sanders is represented by Schneider Wallace Cottrell Kim LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Mr. Sanders and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very Truly Yours,

**SCHNEIDER WALLACE
COTTRELL KIM LLP**

Carolyn H. Cottrell
Attorney at Law

cc via U.S.P.S. Certified Mail with Return Receipt Requested:
Clean Harbors Environmental Services, Inc.
c/o Agent for Service of Process:
CT Corporation System
330 N Brand Blvd Ste 700
Glendale, CA 91203