

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NEVADA

12/04/2023

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11 Attorneys for Plaintiff Zachariah Salsbury
12 on behalf of himself and similarly situated employees13 **SUPERIOR COURT OF CALIFORNIA**14 **FOR THE COUNTY OF NEVADA**

15 Case No. CU0001116

16 ZACHARIAH SALSURY, individually
17 and on behalf of all others similarly
18 situated,

19 Plaintiffs,

20 vs.

21 HANSEN BROS. ENTERPRISES, a
22 California corporation; and Does 1 through
23 20, inclusive,

24 Defendants.

25 **COMPLAINT FOR DAMAGES:**

- 26
- 27 1. Violation of CFRA Rights (Cal. Gov.
28 Code § 12945.2);
 2. Retaliation in Violation of the FEHA
(Cal. Gov. Code § 12945.2(k));
 3. Unlawful Discrimination on the Basis
of Disability in Violation of the
FEHA (Cal. Gov. Code § 12940(a));
 4. Failure to Engage in the Interactive
Process;
 5. Failure to Provide a Reasonable
Accommodation;
 6. Wrongful Termination in Violation
of Public Policy;
 7. Failure to Pay Minimum Wage;
 8. Failure to pay Overtime Wages;
 9. Failure to Provide Meal Periods;
 10. Failure to Provide Rest Periods;
 11. Failure to Reimburse Business
Expenses;
 12. Violation of the Healthy Workplaces,
Healthy Families Act (Cal. Lab.
Code § 245 *et seq.*);

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- 13. Waiting Time Penalties;**
- 14. Failure to Provide Compliant Wage Statements;**
- 15. Failure to Provide Personnel Records Upon Request;**
- 16. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*);**
- 17. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.***

JURY TRIAL DEMANDED

1 Plaintiff ZACHARIAH SALSBUY ("Plaintiff"), on behalf of himself and all other
2 similarly situated employees hereby files this Complaint against Defendant HANSEN BROS.
3 ENTERPRISES ("Defendant") and Does 1 through 20 (collectively referred to as "Defendants").
4 Plaintiff alleges the following:

5 **PARTIES AND JURISDICTION**

6 1. Plaintiff is an individual over the age of eighteen (18) and is now and/or at all times
7 mentioned in this Complaint was a resident of the State of California.

8 2. Plaintiff was employed by Hansen Bros. at their Nevada County location in Grass
9 Valley, California from approximately January 15, 2022, until his wrongful discharge on or about July
10 11, 2023.

11 3. Plaintiff is informed and believes, and thereon alleges, that Defendant Hansen Bros.
12 is a California corporation with its principal place of business in Grass Valley, California, and is
13 engaged in business in California. Defendant Hansen Bros. is in the business of providing
14 construction services and products.

15 4. Plaintiff is further informed and believes, and thereon alleges, that each of the
16 Defendants herein was, at all times relevant to this action, acting as the agent, employee, joint
17 employer, or joint venturer of the remaining defendants, and was acting within the course and scope
18 of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
19 Defendants herein consented to, ratified, and authorized the acts alleged herein to each of the
20 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
21 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
22 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
23 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
24 through 20, inclusive, when they have been determined.

25 5. The Nevada County Superior Court has jurisdiction in this matter due to alleged
26 violations of California Government Code sections 12945.2 and 12940 *et seq.*, California Labor
27 Code sections 201, 203, 226, 226.7, 510, 512, 1194, and 2802, and Business and Professions Code
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1 section 17200 *et seq.*, and the applicable Wage Order. The amount in controversy exceeds the
2 jurisdictional minimum of this court.

3 6. Venue is proper pursuant to Civil Procedure Code § 395(a) in that some of the
4 wrongful acts and violations of law asserted herein occurred within Nevada County.

5 7. Plaintiff has filed a complaint of discrimination, harassment, and retaliation with the
6 State of California Civil Rights Department against Defendant within the applicable statutory period
7 and received a Notice of Right to Sue on December 4, 2023.

8 8. On September 18, 2023, Plaintiff filed his California Labor Code section 2699.3 Private
9 Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency
10 (“LWDA”). The LWDA did not respond to Plaintiff’s PAGA notice within 65 days of the original
11 Notice, thus Plaintiff has fully exhausted his administrative remedies.

12 **GENERAL ALLEGATIONS**

13 **Discrimination and Wrongful Termination Allegations**

14 9. Plaintiff was hired by Defendant on or about January 15, 2022. Although Plaintiff
15 believed he was being hired as an equipment operator, he was primarily assigned laborer tasks,
16 such as shoveling.

17 10. After an accident involving a car in approximately May 2022, Plaintiff suffered
18 from ongoing back pain, which progressively worsened over the following year.

19 11. On or about June 27, 2023, Plaintiff began to experience excruciating back pain
20 while working on Defendant’s job site that forced him to work hunched over. Eventually, the
21 pain became so severe that Plaintiff told his foreman that he could not work any longer due to his
22 back pain. The foreman instructed Plaintiff to go home and stated that he could not return to
23 work until providing a doctor’s note clearing him for full duties.

24 12. Upon returning home, Plaintiff contacted his primary care physician to schedule
25 an appointment but was informed that the earliest available appointment was on July 11, 2023.
26 After scheduling this appointment, Plaintiff notified Defendant’s front office of his scheduled
27 doctor’s visit.
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13. On July 6, 2023, Plaintiff received a call from Defendant's safety officer, Shawn (LNU), inquiring why he had not returned to work yet. Plaintiff explained that he was following instructions to not resume work until presenting a doctor's release note, and that he had informed Defendant's front office about his scheduled doctor's appointment on July 11, 2023, the earliest date available. Defendant's safety officer accepted this explanation, but requested Plaintiff provide a note from his doctor regarding his absence through July 11, 2023.

14. Shortly after this conversation, Plaintiff contacted his doctor's office to request a note excusing him from work until the July 11 appointment. He obtained a note from his doctor and provided it to Defendant on July 7, 2023.

15. At about 8 a.m. on July 11, 2023, Plaintiff received a text message from Defendant's safety officer in which he asked if Plaintiff had gone to his doctor's appointment yet. After Plaintiff told Defendant's safety officer that his appointment was not for a few more hours, Defendant's safety officer informed Plaintiff that he was on his way over to his house to deliver some paperwork.

16. Approximately two hours before Plaintiff's doctor's appointment, Defendant's safety officer arrived at Plaintiff's house and informed him that he was being terminated. The only explanation given to Plaintiff for his termination was that he was an "at-will" employee and Defendant at the right to terminate him for any reason.

Wage and Hour Allegations

17. Plaintiff and similarly situated employees worked for Hansen Bros. as non-exempt employees in California. During his employment at Hansen Bros., Plaintiff was paid on an hourly basis.

18. During the relevant period, Defendants did not allow Plaintiff and similarly situated aggrieved employees to take their statutorily required meal periods. Defendant failed to provide Plaintiff and other similarly situated aggrieved employees a 30-minute, duty-free meal period before the end of the fifth hour of work as required under the law. Plaintiff and similarly situated aggrieved employees regularly missed their meal periods and/ or they were provided late

1 due. Work performed during meal breaks was also not compensated, resulting in unpaid off-the-
2 clock work.

3 19. Defendant also failed to provide rest periods to Plaintiff and similarly situated
4 aggrieved employees for every 4 hours worked or major fraction thereof. Defendant's
5 management were aware this was occurring and did not ensure rest periods were provided to
6 Plaintiff and similarly situated employees in compliance with California law.

7 20. Defendant failed to pay Plaintiff and similarly situated aggrieved employees for
8 all statutorily required meal and rest premiums owed for non-compliant and missed meal and rest
9 periods.

10 21. Additionally, Defendant required Plaintiff and similarly situated employees to
11 perform off-the-clock work, including, without limitation, travel time from Defendant's office to
12 job sites. As a result, Plaintiff and similarly situated employees were not paid for time for time
13 worked.

14 22. Defendant also failed to pay Plaintiff and similarly situated employees overtime at
15 the correct rate of pay because Defendant failed to include all rates of pay in the calculation of
16 overtime pay.

17 23. Defendant also failed to pay Plaintiff and similarly situated employees paid sick
18 leave at the correct rate of pay because Defendant failed to include all rates of pay in the
19 calculation of paid sick leave.

20 24. Additionally, Plaintiff and similarly situated aggrieved employees were required
21 to incur business-related expenses and were not reimbursed. For example, Plaintiff and similarly
22 situated employees were required to use their personal cell phones for business purposes, but
23 were not reimbursed by Defendant.

24 25. As a result of the violations listed above, Defendant failed to supply Plaintiff and
25 similarly situated aggrieved employees legally compliant wage statements that accurately
26 reflected, among other things, the amount of meal and rest period premium pay and overtime
27 owed to them. As a result, Plaintiff and similarly situated employees were deprived of the
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1 information necessary to determine the total wages owed to them from their wage statements
2 alone.

3 26. Defendant also did not provide Plaintiff and similarly situated aggrieved
4 employees all wages, including, without limitation, unpaid meal and rest break premium pay,
5 owed upon their termination or within seventy-two (72) hours of their separation from
6 employment.

7 **FIRST CAUSE OF ACTION**
8 **Violation of Rights under the California Family Rights Act**
9 **Cal. Gov't Code § 12945.1 *et seq.***
10 **(Against Defendant Hansen Bros. and DOES 1 through 20, inclusive)**

11 27. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
12 above as though fully set forth herein.

13 28. California's Family Rights Act ("CFRA"), Gov. Code section 12945.2, makes it
14 unlawful for an employer to fail to grant job protected leave to a qualifying employee because of
15 the employee's own serious health condition that makes the employee unable to perform the
16 functions of the position.

17 29. After an accident involving a car in approximately May 2022, Plaintiff suffered
18 from ongoing back pain, which progressively worsened over the following year. On or about
19 June 27, 2023, Plaintiff began to experience excruciating back pain while working on
20 Defendant's job site that forced him to work hunched over. Eventually, the pain became so
21 severe that Plaintiff told his foreman that he could not work any longer due to his back pain. The
22 foreman instructed Plaintiff to go home and stated that he could not return to work until
23 providing a doctor's note clearing him for full duties. Defendant failed to inform Plaintiff of his
24 CFRA rights or to provide a designation concerning whether his leave of absence was covered
25 under CFRA. Upon returning home, Plaintiff contacted his primary care physician to schedule an
26 appointment but was informed that the earliest available appointment was on July 11, 2023. After
27 scheduling this appointment, Plaintiff notified Defendant's front office of his scheduled doctor's
28 visit. On July 6, 2023, Plaintiff received a call from Defendant's safety officer, Shawn (LNU),
inquiring why he had not returned to work yet. Plaintiff explained that he was following
instructions to not resume work until presenting a doctor's release note, and that he had informed

1 Defendant's front office about his scheduled doctor's appointment on July 11, 2023, the earliest
2 date available. Defendant's safety officer accepted this explanation, but requested Plaintiff
3 provide a note from his doctor regarding his absence through July 11, 2023. Shortly after this
4 conversation, Plaintiff contacted his doctor's office to request a note excusing him from work
5 until the July 11 appointment. He obtained a note from his doctor and provided it to Defendant
6 on July 7, 2023. At about 8 a.m. on July 11, 2023, Plaintiff received a text message from
7 Defendant's safety officer in which he asked if Plaintiff had gone to his doctor's appointment yet.
8 After Plaintiff told Defendant's safety officer that his appointment was not for a few more hours,
9 Defendant's safety officer informed Plaintiff that he was on his way over to his house to deliver
10 some paperwork. Approximately two hours before Plaintiff's doctor's appointment, Defendant's
11 safety officer arrived at Plaintiff's house and informed him that he was being terminated. The
12 only explanation given to Plaintiff for his termination was that he was an "at-will" employee and
13 Defendant at the right to terminate him for any reason.

14 30. As a direct, foreseeable, and proximate result of the aforementioned violations,
15 Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits,
16 has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the
17 future incur additional damages in an amount according to proof at the time of trial, but in an
18 amount in excess of the minimum jurisdiction of this Court.

19 31. As a direct, foreseeable, and proximate result of the aforementioned violations,
20 Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, severe
21 indignity, as a result of Defendants' negligent and intentional outrageous conduct toward
22 Plaintiff, in an amount according to proof at the time of trial, but in an amount in excess of the
23 minimum jurisdiction of this Court.

24 32. In committing the foregoing acts, Defendants are guilty of oppression, fraud or
25 malice, and, in addition to the actual damages caused thereby, Plaintiff is entitled to recover
26 punitive and exemplary damages for the sake of punishment and by way of example against
27 Defendants and is entitled to recover his attorneys' fees.

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SECOND CAUSE OF ACTION

**Retaliation in Violation of the FEHA (Cal. Gov. Code § 12945.2(k))
(Against Defendant Hansen Bros. and DOES 1 through 20, inclusive)**

33. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

34. California's FEHA, Gov. Code section 12945.2(k), makes it unlawful for an employer to discharge, expel, or otherwise discriminate against any person because the person has exercised a right to family care and medical leave.

35. As set forth above, Plaintiff exercised and attempted to exercise his right to protected medical leave for his own serious medical condition.

36. As a result of Plaintiff's exercise of his rights to a medical leave of absence, he was terminated in retaliation.

37. As a direct, foreseeable and proximate result of Defendants' unlawful actions, Plaintiff has suffered and continues to suffer losses in earnings and other employment benefits and has incurred other economic losses.

38. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered substantial emotional distress, humiliation, shame, and embarrassment, all to Plaintiff's damage in an amount to be proven at the time of trial.

39. Defendants committed the acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights and safety of Plaintiff and others. Plaintiff is thus entitled to recover punitive damages from Defendants in an amount according to proof.

THIRD CAUSE OF ACTION

**Unlawful Discrimination on the Basis of Disability
Cal. Gov't Code § 12940(a)**

(Against Defendant Hansen Bros. and DOES 1 through 20, inclusive)

39. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

1 40. California Government Code section 12940(a) provides that it shall be an unlawful
2 employment practice for an employer to discriminate against an employee because of a mental
3 disability. Under the FEHA, the term “mental disability” includes “any mental or psychological
4 disorder” that “limits a major life activity.” Cal. Gov’t Code § 12926(j)(1).

5 41. At all times herein mentioned, Plaintiff suffered from a physical disability that limited
6 a major life activity and required on-going intervention.

7 42. At all relevant times mentioned herein, Defendants knew Plaintiff suffered from a
8 physical disability.

9 43. Plaintiff was able to perform the essential job duties of his position with Hansen Bros.
10 with or without a reasonable accommodation. At all times during her employment, Plaintiff was
11 qualified to perform the duties of his position.

12 44. Plaintiff was discharged from her position with Hansen Bros.

13 45. As a direct, foreseeable and proximate result of Hansen Bros.’s unlawful conduct,
14 Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has
15 been required to retain attorneys and incur attorneys’ fees, and other damages, and will in the future
16 incur additional damages in an amount according to proof at the time of trial, but in an amount in
17 excess of the minimum jurisdiction of this Court.

18 46. As a direct, foreseeable, and proximate result of Hansen Bros.s’s unlawful actions,
19 Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety,
20 and discomfort, all of which is substantial and enduring, in an amount according to proof at the time
21 of trial.

22 47. The aforementioned acts of Hansen Bros. were willful, wanton, malicious,
23 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
24 rights of Plaintiff and were done by officers, directors, and/or managing agents of Hansen Bros., or
25 with the express knowledge, consent, and ratification of managerial employees of Hansen Bros., and
26 thereby justify the awarding of punitive and exemplary damages in an amount to be determined at
27 the time of trial.

FOURTH CAUSE OF ACTION
Failure to Engage in the Interactive Process
Cal. Gov't Code § 12940(n)
(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)

48. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

49. During the course of his employment with Hansen Bros., Plaintiff made known his need for an accommodation, including but not necessarily limited to a reasonable leave of absence.

50. Defendants failed to engage in a timely, good-faith interactive process to determine an effective reasonable accommodation for Plaintiff, and then terminated Plaintiff's employment.

51. As a direct, foreseeable and proximate result of Hansen Bros.'s unlawful actions, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial, but in an amount in excess of the minimum jurisdiction of this Court.

52. As a direct, foreseeable, and proximate result of Hansen Bros.'s unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

53. The aforementioned acts of Hansen Bros. were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by officers, directors, and/or managing agents of Hansen Bros., or with the express knowledge, consent, and ratification of managerial employees of Hansen Bros., and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

FIFTH CAUSE OF ACTION
Failure to Provide Reasonable Accommodation
Cal. Gov't Code § 12940(m)
(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)

54. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

1 55. Hansen Bros. knew Plaintiff suffered from a medical disability that affected his ability
2 to work with or without a reasonable accommodation.

3 56. Plaintiff was able to perform the essential duties of his position with a reasonable
4 accommodation. At all times during his employment with Hansen Bros., Plaintiff was qualified to
5 perform the duties of his position.

6 57. Defendant failed to provide Plaintiff with the reasonable accommodation requested of
7 limited time off work due to his physical disability.

8 58. As a direct, foreseeable and proximate result of Hansen Bros.'s unlawful actions,
9 Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has
10 been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future
11 incur additional damages in an amount according to proof at the time of trial, but in an amount in
12 excess of the minimum jurisdiction of this Court.

13 59. As a direct, foreseeable, and proximate result of Hansen Bros.s's unlawful actions,
14 Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and
15 discomfort, all of which is substantial and enduring, in an amount according to proof at the time of
16 trial.

17 60. The aforementioned acts of Hansen Bros. were willful, wanton, malicious, intentional,
18 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
19 and were done by officers, directors, and/or managing agents of Hansen Bros., or with the express
20 knowledge, consent, and ratification of managerial employees of Hansen Bros., and thereby justify the
21 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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23 **SIXTH CAUSE OF ACTION**
24 **Wrongful Termination in Violation of Public Policy**
25 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

26 61. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
27 above as though fully set forth herein.

28 62. Plaintiff's employment was terminated in violation of fundamental public policies of
the State of California. It is, and at all times relevant to this action it has been, the law and

1 fundamental public policy of the state of California to prevent discrimination in employment. *See*
2 *City of Moorpark v. Sup. Ct.* (Dillon), 18 Cal. 4th 1143 (1998).

3 63. Termination of Plaintiff's employment was a violation of public policy (a "nexus"
4 exists between the termination and Plaintiff's protected status). Accordingly, Plaintiff was
5 unlawfully terminated in violation of the fundamental public policies of the state of California.

6 64. Plaintiff suffered discrimination and retaliation in the workplace due to his disability.

7 65. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
8 Plaintiff has suffered substantial losses in earnings and other employment benefits and has incurred
9 other economic losses.

10 66. As a further direct, foreseeable, and proximate result of Defendants' unlawful actions,
11 Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to his
12 damage in an amount to be proven at time of trial.

13 67. Defendants committed the acts herein despicably, maliciously, fraudulently, and
14 oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive
15 amounting to malice, and in conscious disregard of his rights. Plaintiff is thus entitled to recover
16 punitive damages from Defendants in an amount according to proof.

17
18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Pay Minimum Wage for All Hours Worked**
20 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

21 68. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
22 above as though fully set forth herein.

23 69. Hansen Bros. was required to compensate Plaintiff with at least California's
24 minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2021; MW Order-
25 2022.

26 70. Hansen Bros. was aware of their obligation to pay the minimum wages but failed to
27 do so.

28 71. Hansen Bros.'s conduct described herein violates California Labor Code section
1194, and the applicable Wage Orders. As a proximate result of Hansen Bros.'s conduct, Plaintiff

1 has been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff
2 now seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2,
3 attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

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5 **EIGHTH CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

8 72. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
9 above as though fully set forth herein.

10 73. During the period Plaintiff was employed by Hansen Bros., Hansen Bros. was
11 required to compensate his one and one-half (1½) times the regular rate of pay for hours worked in
12 excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate
13 of pay for hours worked in excess of twelve (12) hours per day. *See* California Labor Code §§ 510,
14 1194.

15 74. Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty
16 (40) hours per week, Hansen Bros. failed to pay all overtime wages owed to his.

17 75. Plaintiff was a non-exempt employee under the administrative, executive, or
18 professional exemptions of the applicable Wage Order and California Labor Code section 510.

19 76. Hansen Bros.'s conduct described herein violates California Labor Code sections 510
20 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
21 damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now
22 seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code section
23 1194.

24 **NINTH CAUSE OF ACTION**

25 **Failure to Provide Meal Periods**

26 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

27 77. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
28 above as though fully set forth herein.

78. An employer must provide an employee a meal period in accordance with the
applicable Wage Order and Labor Code sections 226.7 and 512.

1 79. Labor Code section 510 and Wage Order 9-2001, section 10(A) require an employer
2 to provide a meal period of not less than thirty (30) minutes for each work period of more than five
3 (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide
4 a second meal period.

5 80. Plaintiff alleges that Hansen Bros. failed to provide Plaintiff with meal breaks of at
6 least thirty (30) minutes for several work periods that Plaintiff worked more than five (5) hours in a
7 day, or to take a second meal break of at least thirty (30) minutes for several work periods that
8 Plaintiff worked more than ten (10) hours in a day.

9 81. As a proximate cause of Hansen Bros.'s failure to provide meal periods, Plaintiff is
10 entitled to one (1) hour of pay at the regular rate of compensation for each meal period not provided,
11 as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See*
12 California Labor Code § 226.7 and Wage Order 9-2001 § 10(D).

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14 **TENTH CAUSE OF ACTION**
15 **Failure to Provide Rest Periods**
16 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

17 82. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
18 above as though fully set forth herein.

19 83. Labor Code section 512 and Wage Order 9-2001 section 11(A) require an employer
20 to provide a rest period of not less than ten (10) minutes for each work period of more than four (4)
21 hours or a major fraction thereof.

22 84. Plaintiff alleges that Hansen Bros. failed to provide rest breaks of at least ten (10)
23 minutes for each work period that she worked more than four (4) hours.

24 85. As a proximate cause of Hansen Bros.'s failure to provide rest periods, Plaintiff is
25 entitled to one (1) hour of pay at the regular rate of compensation for each rest period not provided,
26 as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See*
27 California Labor Code § 226.7 and Wage Order 9-2001 § 11(B).
28

ELEVENTH CAUSE OF ACTION
Failure to Pay Reimbursement Expenses
(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)

86. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

87. California Labor Code section 2802(a) states that “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his 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.”

88. Defendants knew that Plaintiff used his personal cell phone for work purposes, including for calls with customers during statutory meal and rest breaks. However, Hansen Bros. did not reimburse Plaintiff for these expenses.

89. Hansen Bros.’s conduct described herein violated California Labor Code section 2802. As a proximate result of Hansen Bros.’s conduct, Plaintiff has been damaged in an amount to be established at trial, and is entitled to recover these damages, as well as interest and reasonable attorney’s fees and costs, pursuant to statute.

TWEFLTH CAUSE OF ACTION
Violation of the Healthy Workplaces, Healthy Families Act
(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)

90. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

91. California Labor Code section 233 provides that an employer must permit an employee to use accrued sick leave in accordance with California Labor Code section 246.5 at the employee’s then current rate of entitlement. California Labor Code section 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to California Labor Code section 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) “Paid sick time for nonexempt employees shall be calculated in the same

1 manner as the regular rate of pay for the workweek in which the employee uses paid sick time,
2 whether or not the employee actually works overtime in that workweek,” or (ii) “Paid sick time for
3 nonexempt employees shall be calculated by dividing the employee’s total wages, not including
4 overtime premium pay, but the employee’s total hours worked in the full pay periods of the prior 90
5 days of employment.” Under California Labor Code sections 218 and 233, employees may sue to
6 recover underpaid sick pay wages as damages.

7 92. As a matter of policy and practice, Hansen Bros. paid sick pay wages to Plaintiff at
8 the incorrect rate of pay. Plaintiff regularly used accrued sick leave in workweeks in which she also
9 earned bonuses and other non-hourly remunerations. As a matter of policy and practice, Hansen
10 Bros. paid sick pay wages to Plaintiff at the base hourly pay, as opposed to the regular rate of pay.
11 As a result, Hansen Bros. underpaid sick pay wages to Plaintiff.

12 93. California Labor Code section 204 provides that wages generally are due and payable
13 twice during each calendar month and are to be paid no later than the payday for the next regular
14 payroll period. Consistent with California Labor Code section 204, California Labor Code section
15 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to
16 be paid no later than the payday for the next regular payroll period after accrued sick leave is used as
17 paid sick time. California Labor Code section 210 provides penalties for violations California Labor
18 Code section 204 and untimely payments during employment.

19 94. As a matter of policy and practice, Hansen Bros. routinely underpaid sick pay wages
20 and thus did not timely pay Plaintiff all owing and underpaid sick pay wages.

21 95. Hansen Bros.’s conduct described herein violates California Labor Code sections 201,
22 202, 203, 204, 210, 233, and 246, amongst other provisions. As a proximate result of Hansen
23 Bros.’s conduct, Plaintiff has been damaged and deprived of sick pay wages, in an amount to be
24 established at trial. Plaintiff now seeks these unpaid and underpaid sick pay wages, applicable
25 penalties, attorney’s fees and costs, and interest.

THIRTEENTH CAUSE OF ACTION
Failure to Provide Accurate Wage Statements
(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)

96. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

97. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

98. Hansen Bros. failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Hansen Bros. failed to list on the wage statements provided to Plaintiff wage statements listing all hours worked and the applicable rates of pay and overtime and double time rates. Plaintiff alleges that Hansen Bros. failed to provide accurate itemized wage statements in accordance with California Labor Code section 226(a).

99. Additionally, Plaintiff alleges she suffered injury as a result of Hansen Bros.'s knowing and intentional failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of California Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's

1 position would not be able to readily ascertain the information without reference to other
2 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).
3 Moreover, Plaintiff was initially unaware that he was not being paid the correct and agreed-upon
4 hourly rate. Plaintiff is informed and believes, and thereon alleges, that Hansen Bros. had a
5 pattern and practice of underpaying Plaintiff and similarly situated employees for each hour
6 worked under a variety of pay codes.

7 100. This underpayment of wages also caused the calculations on the wage statements
8 issued to Hansen Bros.'s employees to be incorrect and legally noncompliant.

9 101. As a proximate cause of Hansen Bros.'s failure to provide accurate statements,
10 Plaintiff was damaged and is entitled to statutory and civil penalties under the California Labor
11 Code, and attorney's fees and costs, in an amount to be proven at trial.

12 **FOURTEENTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

15 102. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
16 above as though fully set forth herein.

17 103. An employer must pay an employee who is terminated all unpaid wages
18 immediately upon termination. California Labor Code § 201.

19 104. An employer who willfully fails to pay an employee wages in accordance with
20 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of
21 up to thirty (30) days. California Labor Code § 203.

22 105. Plaintiff did not receive all wages at their termination or separation from
23 employment, including, but not limited to, unpaid hourly wages that Hansen Bros. underpaid,
24 accrued sick pay, overtime and double time which was paid at the incorrect rate.

25 106. Hansen Bros. knew of their obligation to pay Plaintiff and Hansen Bros.'s failure
26 to pay all wages was in complete disregard of their obligations. Such conduct shows Hansen
27 Bros.'s knowledge of their obligation to pay all wages owed upon termination and willful refusal.
28

1 107. As a proximate result of the Hansen Bros.’s conduct, Plaintiff and similarly
2 situated employees have been damaged and deprived of their wages and thereby seek their daily
3 rate of pay multiplied by thirty (30) days for Hansen Bros.’s failure to pay all wages due.

4
5 **FIFTEENTH CAUSE OF ACTION**

6 **Failure to Provide Personnel Records Upon Request**
7 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

8 108. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
9 above as though fully set forth herein.

10 109. California Labor Code section 1198.5(k), (b) provides that if an employer failed to
11 allow an employee to inspect or copy records within thirty (30) days of the request for such
12 records, the employee is entitled to recover a \$750.00 penalty from the employer.

13 110. On December 21, 2022, Plaintiff requested his records, pursuant to California
14 Labor Code section 1198.5, from the Defendants. Defendant failed to make available all
15 personnel records requested within 30 days as required by California Labor Code section 1198.5

16 111. As a proximate cause of the Company’s failure to provide the requested records in
17 a timely manner, Plaintiff was damaged and is entitled to recover a \$750.00 penalty pursuant to
18 California Labor Code section 1198.5(k), and an award of costs and reasonable attorney’s fees
19 pursuant to California Labor Code section 1198.5(l).

20 **SIXTEENTH CAUSE OF ACTION**

21 **Unfair Competition**
22 **(Against All Defendants)**

23 112. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
24 above as though fully set forth herein.

25 113. California Business and Professions Code section 17200 provides that “unfair
26 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
27 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
28 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

1 114. Defendants committed numerous violations of the California Labor Code
2 throughout the employment relationship.

3 115. Plaintiff is also informed and believes and thereon alleges that such actions and/or
4 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and
5 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
6 *Co.*, 23 Cal. 4th 163 (2000).

7 116. As a direct and legal result of Defendants’ conduct, as alleged herein, pursuant to
8 the UCL (including B&P Code §17203), Plaintiff is entitled to restitution as a result of their
9 unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P
10 Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor
11 Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial,
12 for four (4) years from the filing of this Action.

13
14 **SEVENTEENTH CAUSE OF ACTION**
15 **Civil Penalties Pursuant to PAGA § 2698 *et seq.***
16 **(Against Defendants Hansen Bros. and DOES 1 through 20, inclusive)**

17 117. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
18 above as though fully set forth herein.

19 118. Plaintiff brings this cause of action as a proxy for the State of California and in
20 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants’ violations of
21 the California Labor Code, including but not necessarily limited to, those Labor Code violations
22 identified above.

23 119. On or about April 14, 2023, Plaintiff sent written notice to the LWDA regarding
24 the Hansen Bros.’s violations of the California Labor Code, pursuant to Labor Code section
25 2698, *et seq.*, PAGA. After the expiration of 65 days from the filing of the PAGA Notice, if the
26 LWDA does not respond, Plaintiff will have fully exhausted his administrative remedies.

27 120. If the LWDA does not respond within 65 days from the filing of the PAGA
28 Notice, Plaintiff will be entitled to recover civil penalties on behalf of the State of California and

1 all similarly situated employees for all violations of the Labor Code from April 18, 2023, through
2 trial on this matter.

3 121. During the period Plaintiff and similarly situated employees were employed by
4 Hansen Bros., they were entitled to be paid at least the State of California's minim wage rate for
5 each they worked. *See, e.g.*, IWC Wage Order MW-2021, MW-2022; IWC Wage Order No. 9-
6 2001, section 4; Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Hansen Bros. did
7 not pay Plaintiff and similarly situated employees at least minimum wage for all hours worked.
8 Thus, Hansen Bros. and similarly situated employees were not paid at least the applicable state
9 minimum wage for all hours worked in violation of the California Labor Code.

10 122. California Labor Code sections 510 and 1194 require employers to pay employees
11 overtime for any work in excess of eight (8) hours in one workday and any work in excess of
12 forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8)
13 hours worked on the seventh day of work in any one workweek. Finally, employers must pay
14 double time for all hours worked in excess of twelve (12) hours in any workday and for all hours
15 worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated
16 above, Plaintiff and similarly situated employees worked over eight (8) hours per day and forty
17 (40) hours per week and were not paid overtime wages. Plaintiff and all similarly situated
18 employees are entitled to recover all unpaid overtime wages.

19 123. California Labor Code section 1174(d) requires employers to keep "payroll
20 records showing the hours worked daily by and the wages paid to . . . employees . . . These
21 records shall be kept in accordance with rules established for this purpose by the commission, but
22 in any case, shall be kept on file for not less than three years." Hansen Bros. did not keep
23 accurate information regarding all hours worked by and wages paid to Plaintiff and similarly
24 situated employees. This was in violation of the California Labor Code.

25 124. California Labor Code section 226.7 and IWC Wage Order No. 9-2001, section
26 10(A) require employers to provide employees meal periods of thirty (30) minutes per five (5)
27 hours worked. For the reasons stated above, Plaintiff and similarly situated employees were not
28 authorized and permitted to take legally compliant meal periods pursuant to California law.

1 Hansen Bros. also failed to pay meal period premiums at one hour of pay at the employees’
2 regular rate of pay for their failure to provide meal periods.

3 125. California Labor Code section 226.7 and IWC Wage Order No. 9-2001, section
4 11(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per
5 four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and
6 similarly situated employees were not authorized and permitted to take legally compliant rest
7 periods pursuant to California law in violation of the Labor Code. Hansen Bros. also failed to pay
8 rest period premiums for their failure to provide rest periods.

9 126. California Labor Code section 226 requires employers to furnish to employees
10 with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
11 worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece
12 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
13 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
14 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
15 employee and only the last four digits of his or her social security number or an employee
16 identification number other than a social security number, (8) the name and address of the legal
17 entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period
18 and the corresponding number of hours worked at each hourly rate by the employee” For
19 the reasons stated above, Hansen Bros. failed to comply with these requirements with respect to
20 Plaintiff and similarly situated employees in violation of the California Labor Code.

21 127. California Labor Code sections 201–203 require that all wages, including
22 minimum wages and overtime premiums, be paid to employees upon separation and/or
23 termination of employment. Here, for the reasons stated above, Plaintiff and similarly situated
24 employees did not receive all final wages due and owing to them at the time of termination or
25 seventy-two (72) hours thereafter as required by California Labor Code sections 201–203. This
26 is in violation of the California Labor Code.

27 128. California Labor Code section 2802(a) states that “An employer shall indemnify
28 his or her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
3 believed them to be unlawful.” For the reasons stated above, Hansen Bros. failed to pay required
4 reimbursements to Plaintiff and similarly situated employees for required business expenses in
5 violation of the California Labor Code.

6 129. California Labor Code section 226(f) provides that an employer is required to
7 allow an employee to inspect or copy pay records within twenty-one (21) days of the request for
8 such records. Here, for the reasons stated above, Plaintiff and similarly situated employees did
9 not receive all their pay records within 21 days of the request as required by California Labor
10 Code section 226(f). This is in violation of the California Labor Code.

11 130. California Labor Code section 246(l)(1) provides that paid sick leave for
12 nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
13 workweek in which the employee uses paid sick time. For the reasons stated above, Hansen Bros.
14 failed to provide Plaintiff and similarly situated aggrieved employees with paid sick leave at their
15 regular rate of pay as required by the California Labor Code.

16 131. Plaintiff is informed and believes that Hansen Bros. committed numerous other
17 violations of the California Labor Code, including but not limited to those identified in this letter.
18 Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends
19 to seek civil penalties for all violations of the California Labor Code, whether he experienced
20 them personally or not.

21 **DAMAGES**

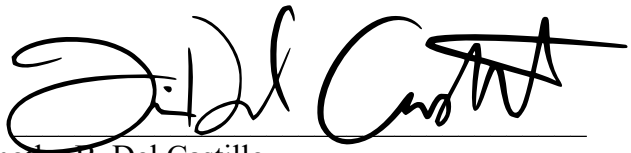
22 WHEREFORE Plaintiff requests relief as follows:

- 23 1. A jury trial;
- 24 2. For compensatory damages, including, but not limited to, losses for lost back pay,
25 plus interest, lost fringe benefits and future lost earnings and fringe benefits,
26 damages for emotional distress and pain and suffering, according to proof allowed
27 by law;

3. For statutory and civil penalties under the California Labor Code according to proof allowed by law;
4. For punitive damages allowed by law;
5. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
6. For injunctive relief;
7. For an award of prejudgment and post-judgment interest; and
8. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: December 4, 2023

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Lisa L. Bradner
Daniel E. Richardson
Attorneys for Plaintiff ZACHARIAH SALSBUY

1 **JURY TRIAL DEMAND**

2 Plaintiff hereby demands a trial by jury.

3
4 Dated: December 4, 2023

Castle Law: California Employment Counsel, PC

5
6 By: 
7 Timothy B. Del Castillo
8 Lisa L. Bradner
9 Daniel E. Richardson
10 Attorneys for Plaintiff ZACHARIAH SALSBUY