



CALIFORNIA EMPLOYMENT COUNSEL, PC

BRYCE Q. FICK  
BF@CASTLEEMPLOYMENTLAW.COM  
916-245-0122

2999 DOUGLAS BLVD.  
SUITE 180  
ROSEVILLE, CA 95661

April 15, 2026

**For Online Filing:**

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

**Re: *James A. Young v. Lamassu Utility Services, Inc.***

Dear Labor Commissioner,

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

Lamassu Utility Services, Inc.  
3193 Enterprise Court  
Loomis, CA 95650

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

**A. FACTS**

Claimant was employed by Defendant in different non-exempt positions, including Construction Foreman, Project Manager, Estimator, Lead Heavy Equipment Operator, Shop and Field Mechanic, and an otherwise office-related role, from their location in Loomis, California from approximately September 16, 2024 to January 27, 2026.

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

Defendant's business is in the construction industry, performing work as a contractor on multiple Caltrans public works projects. Claimant and other aggrieved employees performed work on these public works projects, including performing various construction-related duties.

Defendant failed to pay Claimant and other aggrieved employees at least the prevailing wage for public works jobs. During their employment, Claimant and other aggrieved employees performed work on qualifying public works projects but were paid at rates significantly below the applicable prevailing wage. For example, Claimant was classified and performing duties as a heavy equipment operator but was paid less than the applicable operator prevailing wage rate. Defendant would commonly pay Claimant and other aggrieved employees at a laborer rate rather than the correct operator rate, resulting in significant underpayment of prevailing wages on nearly every paycheck throughout their employment.

Defendant failed to keep adequate and accurate time records and pay at least the minimum wage for all time worked. Claimant and other aggrieved employees were required to submit timesheets documenting their hours worked. However, Defendant would alter the timesheets submitted by Claimant and other aggrieved employees, reducing the hours recorded to amounts less than actually worked. As a result, Claimant and other aggrieved employees were also not compensated for all hours worked.

Defendant failed to pay Claimant and other aggrieved employees for all overtime worked at the applicable overtime rate. Claimant and other aggrieved employees would, from time to time, be required to work in excess of 8 hours in a workday and/or in excess of 40 hours in a workweek, and sometimes worked in excess of twelve hours in a workday. For example, Claimant regularly worked anywhere from 40 to 70 hours per week. Defendant failed to record and removed overtime from Claimant and other aggrieved employees' time records. As a result, Claimant and other aggrieved employees were not paid all overtime premium wages owed, including overtime at the correct prevailing wage rate.

Defendant failed to provide legally compliant meal and rest periods. Claimant and other aggrieved employees were required to clock out for their meal periods, which were then recorded as unpaid. Defendant, however, failed to ensure that Claimant and other aggrieved employees were permitted timely, uninterrupted, duty-free meal periods by the 5th and 10th hours of their shifts. Moreover, the time was recorded as unpaid even when Claimant and other aggrieved employees were working during what should have been, and was inaccurately recorded as, their meal periods. Defendant failed to pay Claimant and other aggrieved employees at least one hour of premium pay for each day that Defendant failed to provide all legally compliant meal periods.

Additionally, Claimant and other aggrieved employees were not authorized, permitted, or otherwise enabled to take legally compliant rest periods of at least 10 minutes for every four hours worked or major fraction thereof. Defendant's policies and practices, including productivity expectations, effectively prohibited Claimant and other aggrieved employees from being able to take even a 10-minute rest break every four hours. Defendant failed to pay Claimant and other aggrieved employees at least one hour of premium pay for each day that Defendant failed to provide all legally compliant rest breaks.

Defendant furnished Claimant and other aggrieved employees with wage statements that failed to meet the minimum statutory requirements. Defendant furnished wage statements that failed to include all time worked and wages owed because time during which Claimant and other aggrieved employees were working was removed from their timesheets or otherwise not recorded, including time worked during what was recorded as unpaid meal periods. Moreover, Defendant furnished wage statements to Claimant and other aggrieved employees that omitted these hours and the wages owed to them, including overtime and premium wages for days without all legally mandated breaks and meal periods. Furthermore, the wage statements failed to accurately reflect the correct prevailing wage rates and corresponding hours worked at each rate.

Defendant failed to pay all wages owed when due after the end of the employment of Claimant and other aggrieved employees. For instance, Claimant was not provided a final check upon the end of his employment, and when Defendant did eventually provide Claimant with his check, the wages paid omitted time that Claimant had recorded as working. Moreover, Defendant failed to pay the wages for the time worked off the clock, the meal and rest break premiums, and all overtime.

Defendant failed to inform Claimant and other aggrieved employees of the amount of sick time available to them. Defendant did not inform Claimant and other aggrieved employees of the amount of sick time available to them on their wage statement or a separate statement by their pay date.

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

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

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

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

Labor Code Sections 1770 et seq. set the requirements for payment of the prevailing wage. Section 1771 provides that not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. For the reasons stated above, Defendant failed to pay the prevailing wage to Claimant and other aggrieved employees in violation of the Labor Code.

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

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

**Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)**

Labor Code section 1174(d) requires employers to keep "payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years." Defendant did not keep accurate information regarding all hours worked by Claimant and other aggrieved employees. This was in violation of the Labor Code.

**Violation of Labor Code §§ 226.7, 512 and IWC Wage Order(s) (Failure to Provide Meal Periods)**

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled meal break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant meal periods pursuant to California law.

**Violation of Labor Code § 226.7 and IWC Wage Order(s) (Failure to Provide Rest Periods)**

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. The law also requires that employers pay a premium hour for each day that an employee is unable to take a legally entitled rest break. For the reasons stated above, Claimant and other aggrieved employees were not authorized, permitted, and/or otherwise enabled to take legally compliant rest periods pursuant to California law in violation of the Labor Code.

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

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate

basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . .” For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

**Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages)**

Labor Code sections 201–203 require that all wages, including minimum wages as well as meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and other aggrieved employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

**Violation of Labor Code § 246 (Failure to Notify of Available Sick Leave)**

Labor Code section 246 requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages." As stated above, Defendant failed to notify Claimant and other aggrieved employees of the amount of sick leave available to them on their designated pay day. For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the Labor Code.

Very truly yours,

Castle Law: California Employment Counsel, PC

By:   
Bryce Q. Fick

cc: Lamassu Utility Services, Inc.  
3193 Enterprise Court  
Loomis, CA 95650