



Notice of Labor Code Violations - PAGA
(Labor Code § 2699.3)

Date: June 17, 2026
Delivery: Online Filing and Certified U.S. Mail
Recipients: California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov
Subject: **JERRY HENRY v. DRAGADOS/FLATIRON JOINT VENTURE,
FLATIRON DRAGADOS USA, INC., FLATIRON CONSTRUCTION
CORP. AND FLATIRON DRAGADOS CONSTRUCTORS, INC. —
NOTICE OF LABOR CODE VIOLATIONS UNDER CAL. LABOR
CODE §2699.3**

To LWDA and to Employer:

This office represents Jerry Henry (“Mr. Henry” or Complainant) with respect to his claims against Dragados/Flatiron Joint Venture (“Dragados Flatiron”), Flatiron Dragados USA, Inc. (“Flatiron Dragados USA”), Flatiron Construction Corp. (“Flatiron Construction”) and Flatiron Dragados Constructors, Inc. (“Flatiron Dragados Constructors”) (collectively referred to as “Employers”) for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employers by certified mail. Employers individually or jointly exercised control over the wages, hours, or working conditions, either directly or indirectly, of Complainant and Aggrieved Employees, and are thus, “employers” or joint employers under California law, and are jointly and severally liable for the violations set forth herein.

Dragados/Flatiron Joint Venture is a joint venture doing business in the State of California. Flatiron Dragados USA, Inc. is a California corporation doing business in the State of California. Flatiron Construction Corp. is a corporation doing business in the State of California. Flatiron Dragados Constructors, Inc. is a corporation doing business in the State of California. Employers employed Mr. Henry from approximately August 11, 2025 to about October 10, 2025. During his employment with Employers, Mr. Henry was employed as a “finisher”. In order to perform his job duties, Mr. Henry was required to travel to Stanford, Earlimart, Delano, and Pixley, California. Employers maintained an office located at 1775 Park Street, Building 75, Selma, CA 93662.

Mr. Henry intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act

of 2004 (“PAGA”). Mr. Henry is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt hourly employees of any of the Employers working within California holding various positions who experienced at least one or more of the same violations as Complainant as set forth in this notice. (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employers violated several of California’s wage and hour laws during Complainant’s employment, including but not limited to violations of California Labor Code sections 204, 510, 1194, 1197, 1197.1, 1198, 226.7, 512(a), 201, 202, 203, 226(a), 1174(d), 1198.5, 2800, 2802, 8 CCR 3395. The claims made on behalf of Complainant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Complainant and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Employers failed to pay all shift rate premiums owed to Complainant and Aggrieved Employees for all qualifying hours worked. Additionally, Employers required Complainant and Aggrieved Employees to travel between multiple worksite locations — often two to three locations per day, three to four days per week — without reimbursing mileage or compensating for travel time between locations.

First, Employers regularly require Complainant and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Complainant and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Complainant and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Specifically, Complainant and Aggrieved Employees relied on their foreman to clock them in and out. Employees were only permitted to sign the timesheet — the foreman wrote down the hours — creating a systemic risk of inaccurate time recording. Additionally, Complainant and Aggrieved Employees were required to travel between multiple worksite locations each day without compensation for mileage or travel time between those locations. Complainant and Aggrieved Employees were not paid for this off-the-clock work.

Employers also failed to accurately record the actual time worked by Complainant and Aggrieved Employees. Complainant is informed and believes that Employer unlawfully adjusted Complainant and Aggrieved Employees’ time records such that the time records do not

accurately reflect the start and end times of their shifts. Finally, and as a matter of policy and/or practice, Employers failed to pay overtime to Complainant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration and all compensable work time. Complainant and Aggrieved Employees were paid non discretionary pay in the form of travel subsidies and safety compensation titled “TRAV SUBSIS ADJ” and “SAFE HRS TODATE” that was not factored into all compensation for the purposes of calculating the regular rate of pay.

As a result of the foregoing practices, Employer has failed to pay Complainant and Aggrieved Employees all owed wages for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys’ fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employers required Complainant and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Complainant and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Complainant and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On occasions when Complainant took a meal period after his fifth (5th) hour of work, Employers provided only thirty (30) minutes of premium pay rather than the full one (1) hour of premium wages required under California law. Complainant and Aggrieved Employees did not clock in and out for meal periods, and the foreman controlled all time records.

Employers’ policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers’ management at various levels, affecting all non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Complainant and other

Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; and (6) Employers' policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 512(a) and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties of the applicable IWC Wage Order; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employers failed to authorize and permit Complainant and Aggrieved Employees to take legally compliant 10-minute periods. Employers required Complainant and Aggrieved Employees to work through rest periods. Complainant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Complainant and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Specifically, Complainant and Aggrieved Employees were directed to take their second rest break concurrent with their meal period, resulting in a combined 40-minute break rather than a separate, standalone 10-minute rest period as required by California law. Moreover, Complainant and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Complainant and other

Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Complainant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employers' policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Complainant and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to the applicable IWC Wage Order; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employers have failed to timely pay all wages earned because Complainant and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums at the correct rate of pay. Accordingly, Employers violated California Labor Code section 204(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES/WAITING TIME PENALTIES

Employers have failed to timely pay all wages earned either at the time Complainant and Aggrieved Employees were terminated or resigned because Complainant and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums at the correct rate of pay. Accordingly, Employers violated California Labor Code section 201(a), 202(a) and 203(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Complainant and Aggrieved Employees did not include the actual hours worked and the correct amount of wages owed, as the time worked was either not recorded, detrimentally rounded, did not include the correct name and address of the legal employing entity, the correct rates of pay including all applicable shift premiums, all hours worked, and all premium wages owed for non-compliant meal and rest periods. Accordingly, Employer violated California Labor Code section 226(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

Employers have failed to maintain accurate records relating to Complainant and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant the applicable IWC Wage Order; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employers. IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Complainant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to: (1) the use of Complainant and Aggrieved Employees' personal cellular phones to communicate with their foreman via group chat, coordinate equipment retrieval, and report on work status throughout the day, for which no reimbursement was provided; (2) the use of Complainant and Aggrieved Employees' personal vehicles to travel between multiple worksite locations each day, for which mileage was not reimbursed; and (3) the purchase of steel-toed work boots and personal hand tools required as a condition of employment as a finisher, for which no reimbursement was provided.

Accordingly, Employers violated IWC Order and California Labor Code sections 2800 and 2802.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order; and attorneys' fees and costs.

9. FAILURE TO PROVIDE PREVENTATIVE COOL-DOWN RECOVERY PERIODS

Employers required Complainant and Aggrieved Employees to work outdoors in extreme weather conditions and were not provided with preventative cool-down rest periods to prevent overheating and heat illness. Further, Complainant and Aggrieved Employees were not provided with water, shade, or access to first aid. Employers regularly required Complainant and Aggrieved Employees to work through extreme heat without allowing at least a 5-minute cool-down period every two hours as needed, or a minimum of 10-minute preventative rest period when the temperatures reach 95 degrees or above. When a compliant cool down recovery period was not provided, a wage premium was not paid to Aggrieved Employees.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and Aggrieved Employees from taking cool-down rest periods to prevent overheating because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of preventative cool-down rest period of no less than five (5) minutes at a time when needed; (2) Employer's management at various levels, affecting all non-exempt employees, failed and refused to implement and enforce legally compliant preventative cool-down rest periods; (3) Employer failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free preventative cool-down rest periods; (4) Employer failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant preventative cool-down rest periods; (5) Employer failed to provide water, shade, cool-down rest periods, and access to first aid; and (6) Employer's policy and culture prevented Complainant and other Aggrieved Employees from taking preventative cool-down rest periods because of the priority placed on completing job requirements over employees' right to receive access to water, shade, cool-down rest periods, and access to first aid.

10. FAILURE TO PROVIDE POTABLE DRINKING WATER

California Labor Code section 2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR section 3395 requires the provision of "potable drinking water meeting the requirements of sections 1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge." 8 CCR section 3457(c) further requires the provision of potable drinking water and single-use cups.

Employers did not provide employees with sufficient water and single use cups at worksites. Complainant and Aggrieved Employees regularly worked at elevated worksite locations — including inside suspended bridge girders — where water was not readily available at or near the work area. On multiple occasions, Complainant and Aggrieved Employees were required to travel approximately one hundred (100) feet to the ground level to locate water provided by other trades, as Employers failed to ensure potable drinking water was accessible at each work area.

Sincerely,

A handwritten signature in blue ink that reads "Justin Lo". The signature is written in a cursive, flowing style.

JUSTIN LO, ESQ.

Notice to Employer via Certified Mail

Dragados/Flatiron Joint Venture

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Selma, CA 93662

Flatiron Dragados USA, Inc.

Agent for Service of Process,
1505 Corporation dba CSC — Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Flatiron Dragados USA, Inc.

Human Resources/Legal Dept.
1775 Park Street, Building 75
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Flatiron Construction Corp.

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