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VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
https://dir.tfaforms.net/308

Re: Aaron Huston v. Tradesmen International, LLC
Notice of Private Attorneys General Act Claim

Dear PAGA Administrator:

This office has been retained by aggrieved employee Aaron Huston ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"), against Tradesmen International, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants"), for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate a nationwide skilled-trades staffing business that places skilled construction workers and tradespeople with client work sites throughout California and the United States. Defendants operate throughout the State of California, including but not limited to San Diego County and Los Angeles County. Defendants employed Plaintiff as an hourly-paid, non-exempt construction worker from approximately November 22, 2025 through approximately January 27, 2026. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees, and all applicants for hourly-paid or non-exempt employment, who completed any portion of Defendants' mandatory onboarding paperwork, training, or compliance activities for Defendants within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 203, 204, 210, 226, 226.3, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and applicable IWC Wage Orders.

Labor Code § 1194 authorizes an employee paid less than the legal minimum wage or overtime to recover the unpaid balance, interest, and reasonable attorneys' fees and costs, and § 1194.2 entitles an employee who proves a minimum-wage underpayment to liquidated damages equal to the unpaid minimum wages plus interest. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees for all hours worked, including hours worked in excess of eight hours per day and forty hours per week.

Labor Code § 1197 prohibits an employer from paying any employee a wage less than the minimum fixed by the IWC. Labor Code § 1197.1 provides for civil penalties for violations of minimum wage requirements.

During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked. Specifically, Defendants required Plaintiff and other aggrieved employees to perform mandatory onboarding activities before being placed on any client job site, including review and signed acknowledgment of Defendants' employment policies, signed receipt of Defendants' Employment Arbitration Agreement, completion of Defendants' orientation modules, completion of Defendants' safety video and Workplace Construction Safety Acknowledgment, completion of Defendants' California-specific notices and acknowledgments, and completion of Defendants' payroll, tax-withholding, and direct-deposit paperwork, all of which Defendants required to be completed through Defendants' online onboarding portal as a condition of being assigned to Defendants' client job sites. The mandatory onboarding activities were exclusively directed at persons who had crossed the threshold into employment with Defendants and were not pre-employment screening or eligibility-verification activities; rather, they served Defendants' operational interests by orienting Plaintiff and other aggrieved employees to Defendants' workplace rules, policies, and procedures, administering Defendants' payroll and personnel systems, and delivering training that Defendants would otherwise be required to provide on paid time. Defendants exercised control over Plaintiff's and other aggrieved employees' wages, hours, and working conditions during the performance of these mandatory onboarding activities. Defendants suffered or permitted Plaintiff and other aggrieved employees to perform these mandatory onboarding activities and were required, but failed, to compensate Plaintiff and other aggrieved employees for the time spent on the mandatory onboarding activities at no less than the applicable minimum wage.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202. Specifically, Defendants discharged Plaintiff and other aggrieved employees without paying any wages for the mandatory onboarding activities Defendants required Plaintiff and other aggrieved employees to perform through Defendants' onboarding portal.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including by failing to pay Plaintiff and other aggrieved employees by the applicable payday for the work Plaintiff and other aggrieved employees performed completing Defendants' mandatory onboarding activities, and by systematically excluding such time from Plaintiff's and other aggrieved employees' payroll altogether, ensuring that the corresponding wages were never paid within the time periods specified by Labor Code § 204.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants failed to make, keep, or provide complete and accurate itemized wage statements to Plaintiff and other aggrieved employees. Specifically, Defendants' wage statements omitted all hours worked by Plaintiff and other aggrieved employees in completing Defendants' mandatory onboarding activities, omitted the gross wages earned for those hours, omitted any applicable hourly rate for those hours, and consequently understated net wages earned for the corresponding pay periods. The wage statements Plaintiff and other aggrieved employees received from Defendants were in violation of Labor Code § 226(a). These omissions prevented Plaintiff and other aggrieved employees from learning of Defendants' unlawful practice of requiring uncompensated onboarding work.

Defendants failed to keep accurate time and wage records as required by Labor Code § 1174, including by failing to record any of the time Plaintiff and other aggrieved employees spent completing Defendants' mandatory onboarding activities through Defendants' onboarding portal, despite Defendants' ability to capture such time through their own portal audit logs and completion timestamps.

California Code of Regulations, Title 8, § 11040(7)(A)(3) requires employers to maintain accurate records which includes time records showing when the employee begins and ends each work period. Employers must maintain these records for a period of at least three years and make them available for inspection by the Division of Labor Standards Enforcement upon request. Furthermore, Labor Code § 2699.3(c) permits Plaintiff and other aggrieved employees to bring a PAGA action for violations of the Wage Orders.

During the relevant time period, Defendants failed to maintain accurate time records as required by California Code of Regulations, Title 8, § 11040(7)(A)(3). Specifically, Defendants failed to record the start and end time of Plaintiff's and other aggrieved employees' onboarding work; failed to record the total daily hours worked by Plaintiff and other aggrieved employees on Defendants' online onboarding portal; and maintained time records that did not reflect any of the actual onboarding hours worked. As a result, Plaintiff and other aggrieved employees were deprived of accurate records documenting their hours worked, thereby facilitating Defendants' wage and hour violations.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address above.

Very truly yours,

Ash Bhargava
Attorney for Plaintiff