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ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
4/23/2026 2:19 PM
Clerk of the Court by Deputy,
Alejandro Fregoso



15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **IN AND FOR THE COUNTY OF SANTA CRUZ**

17 DANTE BRUMSEY, on behalf of the State
18 of California, as a private attorney general,

19 Plaintiff,

20 vs.

21 DAVEY TREE SURGERY COMPANY,
22 a Corporation; THE DAVEY TREE
23 EXPERT COMPANY, a Corporation; and
24 DOES 1 through 50, inclusive,

25 Defendants.

Case No. 26CV01377

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802 California Code of Regulations,
Title 8, Section 11040, Subdivision
5(A)-(B), and the applicable Wage
Order(s).

1 Plaintiff Dante Brumsey (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Davey Tree Surgery Company
8 and The Davey Tree Expert Company (referred to as “DEFENDANT”) seeking only to recover
9 PAGA civil penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26 5. Davey Tree Surgery Company is a corporation that at all relevant times mentioned
27 herein conducted and continues to conduct substantial business in California.
28

1 6. The Davey Tree Expert Company is a corporation that at all relevant times
2 mentioned herein conducted and continues to conduct substantial business in California.

3 7. The entities named in paragraphs 5-6 above (and any DOE entities later named)
4 were the joint employers of PLAINTIFF.

5 8. Joint employer is evidenced by paycheck, standardized company
6 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
7 performed work for respectively and are therefore jointly responsible as employers for the
8 conduct alleged herein, and the entities named in paragraphs 5-6 above are therefore collectively
9 referred to herein as ("DEFENDANT").

10 9. DEFENDANT provides tree maintenance and removal services in California.

11 10. PLAINTIFF was employed by DEFENDANT in California from August of 2014
12 to July 8, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
13 employee, paid on an hourly basis, and entitled to the legally required rest periods and payment
14 of minimum wages due for all time worked.

15 11. PLAINTIFF, and such persons that may be added from time to time who satisfy
16 the requirements and exhaust the administrative procedures under the Private Attorney General
17 Act, brings this Representative Action on behalf of the State of California with respect to all
18 individuals who are or previously were employed by Davey Tree Surgery Company and/or The
19 Davey Tree Expert Company in California, including any employees staffed with Davey Tree
20 Surgery Company and/or The Davey Tree Expert Company by a third party, and classified as
21 non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of January 27,
22 2025 until a date as determined by the Court (the "PAGA PERIOD").

23 12. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
24 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
25 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
26 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 558(a)(1)(2),
27 1194, 1197, 1197.1, 1198, 2802 California Code of Regulations, Title 8, Section 11040,
28 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,

1 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
2 meaning of Labor Code § 2699.

3 13. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
8 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
9 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
10 50, inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

12 14. The agents, servants and/or employees of the Defendants and each of them
13 acting on behalf of the Defendants acted within the course and scope of his, her or its
14 authority as the agent, servant and/or employee of the Defendants, and personally
15 participated in the conduct alleged herein on behalf of the Defendants with respect to the
16 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
17 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
18 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
19 conduct of the Defendants' agents, servants and/or employees.

20 21 THE CONDUCT

22 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
23 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
24 worked, meaning the time during which an employee is subject to the control of an
25 employer, including all the time the employee is suffered or permitted to work.
26 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
27 paying them for all the time they are under DEFENDANT's control. Among other things,
28 DEFENDANT requires PLAINTIFF to work while clocked out. PLAINTIFF was from time

1 to time interrupted by work assignments while clocked out. DEFENDANT, as a matter of
2 established company policy and procedure, administers a uniform practice of rounding the
3 actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES,
4 always to the benefit of DEFENDANT, so that during the course of their employment,
5 PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been
6 paid had they been paid for actual recorded time rather than “rounded” time. As a result,
7 PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage compensation by
8 working without their time being correctly recorded. DEFENDANT’s policy and practice
9 not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
10 evidenced by DEFENDANT’s business records.

11 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
12 EMPLOYEES were also required from time to time to work in excess of four (4) hours
13 without being provided ten (10) minute rest periods. Further, these employees were denied
14 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
15 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
16 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
17 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
18 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
19 also not provided with one hour wages in lieu thereof. Additionally, the applicable
20 California Wage Order requires employers to provide employees with off-duty rest periods,
21 which the California Supreme Court defined as time during which an employee is relieved
22 from all work related duties and free from employer control. In so doing, the Court held that
23 the requirement under California law that employers authorize and permit all employees to
24 take rest period means that employers must relieve employees of all duties and relinquish
25 control over how employees spend their time which includes control over the locations
26 where employees may take their rest period. Employers cannot impose controls that prohibit
27 an employee from taking a brief walk - five minutes out, five minutes back. Here,
28 DEFENDANT’s policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from

1 unconstrained walks and is unlawful based on DEFENDANT's rule which states
2 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
3 their rest period.

4 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
5 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
6 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
7 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
8 all time worked, meaning the time during which an employee was subject to the control of
9 an employer, including all the time the employee was permitted or suffered to permit this
10 work. DEFENDANT required these employees to work off the clock without paying them
11 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
12 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
13 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
14 EMPLOYEES forfeited time worked by working without their time being accurately
15 recorded and without compensation at the applicable minimum wage rates. Accordingly,
16 DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation
17 of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
26 during the pay period and the total hours worked, and the applicable pay period in which the
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the
2 accurate total hours worked each pay period. When the hours shown on the wage statements
3 were added up, they did not equal the actual total hours worked during the pay period in
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
5 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
6 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
7 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

9 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
10 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven (7) calendar days following the close of the payroll
12 period. Cal. Lab. Code § 210 provides:

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

17 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
19 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
20 wage payments.

21 21. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
22 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
23 penalties pursuant to Cal. Lab. Code Section 203.

24 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
25 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
26 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
27 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
28 2802, employers are required to indemnify employees for all expenses incurred in the course

1 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
2 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
3 employee in direct consequence of the discharge of his or her duties, or of his or her
4 obedience to the directions of the employer, even though unlawful, unless the employee, at
5 the time of obeying the directions, believed them to be unlawful."

6 23. In the course of their employment PLAINTIFF and the AGGRIEVED
7 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
8 personal cellular phones as a result of and in furtherance of their job duties as employees for
9 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
10 associated with the use of their personal cellular phones for DEFENDANT's benefit.
11 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
12 DEFENDANT to use their personal cellular phones. As a result, in the course of their
13 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
14 incurred unreimbursed business expenses which included, but were not limited to, costs
15 related to the use of their personal cellular phones all on behalf of and for the benefit of
16 DEFENDANT.

17 24. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
18 terminated and DEFENDANT has not tendered payment of all wages owed as required by
19 law.

20 **JURISDICTION AND VENUE**

21 25. This Court has jurisdiction over this Action pursuant to California Code of
22 Civil Procedure, Section 410.10.

23 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
25 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
26 facilities in this County and/or conducts substantial business in this County, and (ii)
27 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
28 AGGRIEVED EMPLOYEES.

1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698]**

4 **(By PLAINTIFF and Against All Defendants)**

5 27. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 28. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under
10 PAGA is fundamentally a law enforcement action designed to protect the public and not to
11 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
12 but to create a means of "deputizing" citizens as private attorneys general to enforce the
13 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
14 public interest to allow aggrieved employees, acting as private attorneys general to recover
15 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
16 claims cannot be subject to arbitration.

17 29. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to all individuals who are or previously were employed by Davey Tree Surgery
21 Company and/or The Davey Tree Expert Company in California, including any employees
22 staffed with Davey Tree Surgery Company and/or The Davey Tree Expert Company by a
23 third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
24 during the time period of January 27, 2025 until a date as determined by the Court (the
25 "PAGA PERIOD").

26 30. On January 27, 2026, PLAINTIFF gave written notice by electronic mail to the
27 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
28 employer of the specific provisions of this code alleged to have been violated as required by

1 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
2 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
3 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
4 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
5 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

6 31. The policies, acts and practices heretofore described were and are an unlawful
7 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
8 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
9 record and provide legally required rest periods, (c) failed to pay minimum wages, (d) failed
10 to reimburse employees for required expenses, and (e) failed to provide wages when due, all
11 in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203,
12 204, 210, 226(a), 226.7, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 California Code of
13 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
14 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
15 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
16 Attorney General Act of 2004 as the representative of the State of California for the illegal
17 conduct perpetrated on other AGGRIEVED EMPLOYEES.

18 19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
21 severally, as follows:

22 1. On behalf of the State of California and with respect to other AGGRIEVED
23 EMPLOYEES:

24 A) Recovery of civil penalties as prescribed by the Labor Code Private
25 Attorneys General Act of 2004; and,

26 B) An award of attorneys' fees and cost of suit, as allowable under the

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 law, including, but not limited to, pursuant to Labor Code §2699.

2 Dated: April 23, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
3

4 By: /s/ Norman Blumenthal
5 Norman B. Blumenthal
6 Kyle R. Nordrehaug
7 Nicholas J. De Blouw

8 **LAWYERS FOR EMPLOYEE AND**
9 **CONSUMER RIGHTS APC**
10 Robert E. Byrnes (State Bar No. 200761)
11 3500 West Olive Avenue, Third Floor
12 Burbank, CA 91505

13 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
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**WRITERS EXT:
1009**

**January 27, 2026
CA3803**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Davey Tree Surgery Company
Certified Mail #9589071052700057730377
CT Corporation System
330 N. Brand Ave., Suite 700
Glendale, CA 91203**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Dante Brumsey (“Plaintiff”) and all other Aggrieved Employees of Davey Tree Surgery Company and The Davey Tree Expert Company (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Davey Tree Surgery Company and/or The Davey Tree Expert Company in California, including any employees staffed with Davey Tree Surgery Company and/or The Davey Tree Expert Company by a third party, and classified as non-exempt employees during the time period of January 27, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from August of 2014 to July 8, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed and/or non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a tree climber and was based out Defendant’s yards in Santa Cruz and Felton, California – although Plaintiff traveled to various client locations in California to perform tree care services on behalf of Defendant.

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During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

Plaintiff was regularly unable to take compliant meal breaks and rest breaks which were often late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff's typical scheduled shift was from 7 a.m. to 3:30 p.m. which meant Plaintiff should have had his meal break by noon on a typical day. Many times, however, Plaintiff was unable to take his meal break until 2 or 3 p.m.. This is because the foreman was in control of the job site and if Plaintiff was working up in a tree, which was typical, sometimes the foreman would not allow Plaintiff to take a meal break until the work on the tree was completed. Plaintiff's meal breaks were also interrupted from time to time regarding work-related issues. For example, Defendant would contact Plaintiff during his meal period and direct him to proceed to another job location to work on a tree, with the expectation that he leave promptly without finishing his meal period. In addition, Plaintiff's meal breaks were interrupted by unannounced truck inspections conducted by the general foreman, which required Plaintiff and other Aggrieved Employees to take out all gear from the truck and lay it on the ground for inspection. With respect to rest breaks, they were missed most of the time since the general foreman was pressured by supervisors to get jobs completed as soon as possible which often resulted in no rest breaks for Plaintiffs and other Aggrieved Employees. Defendant did not accurately record and provide Plaintiff with meal and rest break premium payments for the numerous meal and rest break violations he suffered during the PAGA Period.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes contacted on his cell phone by supervisors telling him to travel to another job site. In addition, sometimes Plaintiff and other Aggrieved Employees would only get paid up until the time they returned to the work yard, even though additional work was required, such as locking the truck and making sure the truck was secured. Indeed, on some occasions, Plaintiff and his work crew would not get paid for any time spent past 3:30 p.m. On those occasions, the supervisor and/or general foreman made the following statements: "We are not paying you overtime for being late to the yard." Furthermore, Plaintiff received calls after his shift ended from the general foreman to discuss issues related to the job that day. Plaintiff recalls some of the questions he was asked while off the clock, such as, "Did you hit somebody's fence?", "Did you run over water main lines?", and "Did you leave the gate open?" Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

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Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and after his shift ended, as set forth above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. As set forth above, Plaintiff was contacted on his cell phone during meal breaks and after his shift ended regarding work-related issues. Plaintiff also had to use his own cell phone to call customers and for GPS since many job sites were in rural areas. Plaintiff also had to download an application on his phone to clock in and out. Plaintiff was not, however, reimbursed for the reasonable expenses incurred on his cell phone. Plaintiff also had to purchase work attire that was necessary to perform his job duties, such as boots, gloves, rain gear, work pants and shirts. The only gear Defendant provided was a truck, chainsaw, hard hat and vest. Plaintiff also had to pay for gas from time to time in order to travel to various work sites without getting reimbursed by Defendant. For example, Plaintiff was not reimbursed for gas costs when he worked out of the Watsonville yard as opposed to the yards in Felton or Santa Cruz.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in July of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

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1009**

**January 27, 2026
CA3803**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**The Davey Tree Expert Company
Certified Mail #9589071052700057730360
CT Corporation System
330 N. Brand Ave., Suite 700
Glendale, CA 91203**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Dante Brumsey (“Plaintiff”) and all other Aggrieved Employees of Davey Tree Surgery Company and The Davey Tree Expert Company (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Davey Tree Surgery Company and/or The Davey Tree Expert Company in California, including any employees staffed with Davey Tree Surgery Company and/or The Davey Tree Expert Company by a third party, and classified as non-exempt employees during the time period of January 27, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from August of 2014 to July 8, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed and/or non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a tree climber and was based out Defendant’s yards in Santa Cruz and Felton, California – although Plaintiff traveled to various client locations in California to perform tree care services on behalf of Defendant.

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During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

Plaintiff was regularly unable to take compliant meal breaks and rest breaks which were often late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff's typical scheduled shift was from 7 a.m. to 3:30 p.m. which meant Plaintiff should have had his meal break by noon on a typical day. Many times, however, Plaintiff was unable to take his meal break until 2 or 3 p.m.. This is because the foreman was in control of the job site and if Plaintiff was working up in a tree, which was typical, sometimes the foreman would not allow Plaintiff to take a meal break until the work on the tree was completed. Plaintiff's meal breaks were also interrupted from time to time regarding work-related issues. For example, Defendant would contact Plaintiff during his meal period and direct him to proceed to another job location to work on a tree, with the expectation that he leave promptly without finishing his meal period. In addition, Plaintiff's meal breaks were interrupted by unannounced truck inspections conducted by the general foreman, which required Plaintiff and other Aggrieved Employees to take out all gear from the truck and lay it on the ground for inspection. With respect to rest breaks, they were missed most of the time since the general foreman was pressured by supervisors to get jobs completed as soon as possible which often resulted in no rest breaks for Plaintiffs and other Aggrieved Employees. Defendant did not accurately record and provide Plaintiff with meal and rest break premium payments for the numerous meal and rest break violations he suffered during the PAGA Period.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and attempting to enjoy uninterrupted and duty-free meal breaks, Plaintiff was sometimes contacted on his cell phone by supervisors telling him to travel to another job site. In addition, sometimes Plaintiff and other Aggrieved Employees would only get paid up until the time they returned to the work yard, even though additional work was required, such as locking the truck and making sure the truck was secured. Indeed, on some occasions, Plaintiff and his work crew would not get paid for any time spent past 3:30 p.m. On those occasions, the supervisor and/or general foreman made the following statements: "We are not paying you overtime for being late to the yard." Furthermore, Plaintiff received calls after his shift ended from the general foreman to discuss issues related to the job that day. Plaintiff recalls some of the questions he was asked while off the clock, such as, "Did you hit somebody's fence?", "Did you run over water main lines?", and "Did you leave the gate open?" Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

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Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and after his shift ended, as set forth above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. As set forth above, Plaintiff was contacted on his cell phone during meal breaks and after his shift ended regarding work-related issues. Plaintiff also had to use his own cell phone to call customers and for GPS since many job sites were in rural areas. Plaintiff also had to download an application on his phone to clock in and out. Plaintiff was not, however, reimbursed for the reasonable expenses incurred on his cell phone. Plaintiff also had to purchase work attire that was necessary to perform his job duties, such as boots, gloves, rain gear, work pants and shirts. The only gear Defendant provided was a truck, chainsaw, hard hat and vest. Plaintiff also had to pay for gas from time to time in order to travel to various work sites without getting reimbursed by Defendant. For example, Plaintiff was not reimbursed for gas costs when he worked out of the Watsonville yard as opposed to the yards in Felton or Santa Cruz.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in July of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.