
UNFINISHED BUSINESS

Bill No: SB 809
Author: Durazo (D), et al.
Amended: 9/2/25
Vote: 21

SENATE LABOR, PUB. EMP. & RET. COMMITTEE: 4-1, 4/9/25
AYES: Smallwood-Cuevas, Cortese, Durazo, Laird
NOES: Strickland

SENATE JUDICIARY COMMITTEE: 12-1, 4/22/25
AYES: Umberg, Allen, Arreguín, Ashby, Caballero, Durazo, Laird, Stern,
Valladares, Wahab, Weber Pierson, Wiener
NOES: Niello

SENATE APPROPRIATIONS COMMITTEE: 5-1, 5/23/25
AYES: Caballero, Cabaldon, Grayson, Richardson, Wahab
NOES: Seyarto
NO VOTE RECORDED: Dahle

SENATE FLOOR: 28-10, 5/29/25
AYES: Allen, Archuleta, Arreguín, Ashby, Becker, Blakespear, Cabaldon,
Caballero, Cervantes, Cortese, Durazo, Gonzalez, Grayson, Hurtado, Laird,
McGuire, McNerney, Menjivar, Padilla, Pérez, Richardson, Rubio, Smallwood-
Cuevas, Stern, Umberg, Wahab, Weber Pierson, Wiener
NOES: Alvarado-Gil, Choi, Dahle, Grove, Jones, Niello, Ochoa Bogh, Seyarto,
Strickland, Valladares
NO VOTE RECORDED: Limón, Reyes

ASSEMBLY FLOOR: 52-11, 9/12/25 – Roll call vote not available.

SUBJECT: Employees and independent contractors: construction trucking

SOURCE: California Teamsters
State Building and Construction Trades Council of California

DIGEST: This bill promotes compliance with the ABC test in the construction trucking industry by 1) creating the Construction Trucking Employee Amnesty Program (Program) to relieve eligible construction contractors of liability for statutory or civil penalties associated with misclassification, as specified and 2) establishing the use of a “two-check” system to compensate construction drivers.

Assembly Amendments of 9/2/25 make technical changes to the Program and specify that provisions of the bill related to reimbursement for a worker’s use of their own vehicle are declarative of existing law.

ANALYSIS:

Existing law:

- 1) Establishes within the Department of Industrial Relations (DIR) the Division of Labor Standards Enforcement under the direction of the Labor Commissioner (LC), and empowers the LC to ensure a just day’s pay in every work place and to promote justice through robust enforcement of labor laws. (Labor Code §79-107)
- 2) Establishes within the Department of Industrial Relations (DIR) the Division of Labor Standards Enforcement (DLSE) under the direction of the Labor Commissioner (LC), and empowers the LC to ensure a just day’s pay in every work place and to promote justice through robust enforcement of labor laws. (Labor Code §79-107)
- 3) Establishes a comprehensive set of protections for employees, including a time-measure minimum wage, meal and rest periods, workers’ compensation coverage in the event of an industrial injury, sick leave, disability insurance in the event of a non-industrial disability, paid family leave, and unemployment insurance. (Labor Code §§201, 226.7, 246, 512, 1182.12, and 3600 and UI Code §§1251 and 2601)
- 4) Provides that for purposes of the Labor Code and the Unemployment Insurance Code, where another definition of “employee” is not otherwise specified, and for the wage orders of the Industrial Welfare Commission, a person providing labor or services for remuneration shall be considered an employee unless the hiring entity satisfies the 3-part ABC test (per *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903):

- a) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- b) The person performs work that is outside the usual course of the hiring entity's business.
- c) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

(Labor Code §2775)

5) Exempts, until January 1, 2025, subcontractors providing construction trucking services for which a contractor's license is not required from the ABC test provided the following criteria are satisfied:

- a) The subcontractor is a business entity formed as a sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation.
- b) For work performed after January 1, 2020, the subcontractor is registered with DIR as a public works contractor pursuant to Section 1725.5, regardless of whether the subcontract involves public work.
- c) The subcontractor utilizes its own employees to perform the construction trucking services, unless the subcontractor is a sole proprietor who operates their own truck to perform the entire subcontract and holds a valid motor carrier permit issued by the Department of Motor Vehicles.
- d) The subcontractor negotiates and contracts with, and is compensated directly by, the licensed contractor.

(Labor Code §2781)

6) Provides that until January 1, 2025, the definition of an employee as set forth in *S. G. Borello & Sons, Inc. v. Department of Industrial Relations (1989)* (*Borello*) shall apply to subcontractors providing construction trucking services, as long as they satisfy the requirements in 5), above. (Labor Code §2781)

7) Establishes the Motor Carrier Employer Amnesty Program to relieve a motor carrier performing drayage services from liability for statutory or civil penalties associated with the misclassification of commercial drivers if the carrier enters into a settlement agreement. Authorized, until January 1, 2017, the LC to execute a settlement agreement pursuant to the program.

This bill:

- 1) Directs the LC and EDD to administer the Construction Trucking Employer Amnesty Program (Program) pursuant to which, notwithstanding any other law, an eligible construction contractor shall be relieved of liability for statutory or civil penalties associated with the misclassification of construction drivers as independent contractors, if said contractor executes a settlement agreement negotiated with, or approved by, the LC where they agree to, among other things, properly classify all drivers performing construction work on their behalf as employees.
- 2) Authorizes the LC and EDD to share any information necessary to carry out the Program, as specified.
- 3) Defines “construction contract” as a contract, whether on a lump sum, time and material, cost plus, or other basis, to do any of the following:
 - a) Erect, construct, alter, or repair any building or other structure, project, development, or other improvement on or to real property.
 - b) Erect, construct, alter, or repair any fixed works, including, but not limited to waterways and hydroelectric plants.
 - c) Pave surfaces separately or in connection with any of the above works or projects.
 - d) Furnish and install the property becoming a part of a central heating, air-conditioning, or electrical system of a building or other structure, and furnish and install wires, ducts, pipes, vents, and other conduit imbedded in or securely affixed to the land or a structure on the land.
- 4) Provides that a construction contract does not include either of the following:
 - a) A contract for the sale, or for the sale and installation, of tangible personal property, including machinery and equipment.
 - b) The furnishing of tangible personal property under what is otherwise a construction contract if the person furnishing the property is not responsible under the construction contract for the final affixation or installation of the property furnished.
- 5) Defines “construction contractor” as a person who agrees to perform and does perform a construction contract. This includes subcontractors and specialty contractors and those engaged in building trades. This also includes any person required to be licensed under the Contractors’ State License Law and any person contracting with the federal government to perform a construction contract.

- 6) Defines “construction driver” as a person who operates a motor vehicle to perform construction work on behalf of a construction contractor, utilizing a vehicle owned by the driver or a vehicle supplied by the construction contractor.
- 7) Defines “eligible construction driver” as a construction contractor that *does not have* either of the following on the date they apply to participate in the Program:
 - a) A civil lawsuit that was filed on or before December 31, 2025, pending against it in a state or federal court that alleges or involves a misclassification of a construction driver.
 - b) A penalty assessed by EDD pursuant to Section 1128 of the Unemployment Insurance Code that is final imposition of that penalty.
- 8) Requires a construction contractor to apply to participate in the Program by doing both of the following:
 - a) Submitting an application to the LC, on a form provided by the LC. At minimum, the application must require the construction contractor to establish they qualify as an eligible construction contractor.
 - b) Reporting on the results of a self-audit in accordance with the guidelines provided by the LC.
- 9) Requires a construction contractor that voluntarily or as a result of a final disposition in a civil proceeding reclassified its construction drivers as employees on or before January 1, 2029 to, in addition to other information requested by the LC, also submit with their application all of the following:
 - a) Documentation demonstrating that the construction contractor reclassified their construction drivers as employees, including the commencement period applicable to the reclassification.
 - b) The identification of each construction driver reclassified in the documents provided above, the amounts paid to each construction driver to compensate for the previous misclassification, and the time period applicable to the amount paid to each construction driver prior to reclassification.
 - c) A report of a self-audit for all construction drivers reclassified by the construction contractor, identified above, and a separate self-audit report for any construction driver who is subject to reclassification, but is not identified in the documents above.

- 10) Requires the LC to analyze the information provided in 9), above, to evaluate the scope of a prior reclassification of an eligible construction contractor's construction drivers to employees and to determine whether the scope was sufficient to afford relief to the misclassified construction drivers.
- 11) Provides that a proceeding or action against a construction contractor pursuant to the Private Attorneys General Act shall not be initiated after the construction contractor has submitted an application, but may be initiated if the application is denied.
- 12) Provides that if the LC denies a construction contractor's application, the application or its submission is not considered an acknowledgment or admission by the construction contractor that they misclassified their construction drivers and the application or its submission shall not be construed in any way to support an evidentiary inference that the construction contractor failed to properly classify their construction drivers.
- 13) Authorizes, before January 1, 2029, the LC, with the cooperation and consent of EDD, to negotiate and execute a settlement agreement with an eligible construction contractor that applied to participate in the Program. The Labor Commissioner shall not execute a settlement agreement on or after January 1, 2029.
- 14) Provides that before January 1, 2029, an eligible construction contractor may negotiate a settlement agreement with a labor union representing its drivers, or with any city attorney, and shall submit that settlement agreement to the LC, who shall review and may approve that settlement agreement under the Program. The LC shall not approve a settlement agreement on or after January 1, 2029.
- 15) Requires, prior to the LC executing or approving an agreement, an eligible construction contractor to file their contribution returns and report unreported wages and taxes for the time period the construction contractor seeks relief under the settlement agreement.
- 16) Provides that a settlement agreement executed or approved by the LC involving an eligible construction contractor shall require an eligible construction contractor to do all of the following:
 - a) Pay all wages, benefits, and taxes owed, if any, to or in relation to all of their construction drivers reclassified from independent contractors to employees for the period of time from the first date of misclassification to the date the

settlement agreement is executed, but not exceeding the applicable statute of limitations. The settlement shall include interest on unpaid taxes at the adjusted annual rate and interest for unpaid wages, as specified.

- b) Maintain any converted construction driver positions as employee positions.
 - c) Consent that any future construction drivers hired to perform the same or similar duties as those employees converted pursuant to the settlement agreement shall be presumed to have employee status and that the eligible construction contractor shall have the burden to prove by clear and convincing evidence that they are not employees in any administrative or judicial proceeding in which their employment status is an issue.
 - d) Immediately after the execution of the settlement agreement, secure the workers' compensation coverage that is legally required for the construction drivers who were reclassified as employees, effective on or before the date the settlement agreement is executed.
 - e) Provide the LC and EDD with proof of workers' compensation insurance coverage within five days of securing the coverage.
 - f) Pay authorized costs, if required.
 - g) Perform any other requirements or provisions the LC and EDD deem necessary to carry out the intent of these provisions, the Program, or to enforce the settlement agreement.
- 17) Provides that a settlement agreement may require an eligible construction contractor to pay the reasonable, actual costs of the LC and EDD for their respective review, approval, and compliance monitoring of the settlement agreement. The costs shall be deposited into the Labor Enforcement and Compliance Fund. The portion of the costs attributable to EDD shall be transferred to EDD upon appropriation by the Legislature.
- 18) Provides that a settlement agreement may include provisions for an eligible construction contractor to make installment payments in lieu of a full payment. The period of installment payments shall not exceed 24 months from the date the settlement agreement is signed. An installment payment agreement shall be included within the settlement agreement and charge interest on the outstanding amounts due for unpaid wages and taxes, as specified. Interest on amounts due shall be charged from the day after the settlement agreement is executed, which will be the new date of delinquency, until paid. If a construction contractor fails, without good cause, to fully comply with the installment payments, the

settlement agreement shall be null and void and the total amount of tax, interest, and penalties for the time period covered by the settlement agreement shall be immediately due and payable.

- 19) Provides that, notwithstanding any other law and pursuant to the Program, an eligible construction contractor that executed and performed their obligations pursuant to a settlement agreement shall not be liable, and the LC or EDD shall not enforce, any civil or statutory penalties, as specified, that might have become due and payable for the time period covered by the settlement agreement, except for the following penalties:
- a) A penalty assessed by EDD under Section 1128 of the Unemployment Insurance Code that is final on the date of the settlement agreement is executed, unless the penalty is reversed by the California Unemployment Insurance Appeals Board.
 - b) A penalty for an amount an eligible construction contractor admitted was based on fraud or made with the intent to evade the reporting requirements set forth in Division 1 (commencing with Section 100) of the Unemployment Insurance Code or authorized regulations.
 - c) A penalty based on a violation of Division 3 of the Labor Code or Division 6 of the Unemployment Insurance Code and either of the following:
 - i) The eligible construction contractor was on notice of a criminal investigation due to a complaint having been filed or by written notice having been mailed to the eligible construction contractor informing the construction contractor that they are under criminal investigation.
 - ii) A criminal court proceeding has already been initiated against the eligible construction contractor.
- 20) Provides that, notwithstanding any other law and pursuant to the Program, an eligible construction contractor that executed and performed their obligations pursuant to a settlement agreement shall not be liable, and the LC or EDD shall not enforce, any unpaid penalties or interest owed on unpaid penalties for which an eligible construction contractor may have been liable but that were not yet assessed by EDD or by a court of competent jurisdiction on or before the date the settlement agreement was executed, pursuant to Sections 1112, 1112.5, 1126, and 1127 of the Unemployment Insurance Code for the tax reporting periods for which the settlement agreement is applicable, except as specified. Any penalties, and interest owed on penalties, established as a result of an

assessment issued by the department or by a court of competent jurisdiction before the date the settlement agreement was executed shall not be waived pursuant to the program.

- 21) Prohibits a refund or credit for any penalty or interest paid prior to the date an eligible construction contractor applied to participate in the Program.
- 22) Provides that except for violations described in Section 2119 of the Unemployment Insurance Code, EDD shall not bring a criminal action for failing to report tax liabilities against an eligible construction contractor that executed and performed their obligations pursuant to a settlement agreement.
- 23) Provides that the statute of limitations on any claim or liability that might have been asserted against a construction contractor based on having misclassified a construction driver shall be tolled from the date a construction contractor applies for participation in the Program through the date the LC either denies the application or the construction contractor fails to perform an obligation under the settlement agreement, whichever is later.
- 24) Provides that the recovery obtained by the LC on behalf of a reclassified construction driver pursuant to a settlement agreement shall be tendered to the construction driver on the condition that they execute a release of all claims covered by the settlement agreement that they may have against the eligible construction contractor based on misclassification.
- 25) Provides that a construction driver is not under any obligation to accept the terms of a settlement agreement. If a construction driver declines to accept the terms, they shall not be bound by the settlement agreement, except that the eligible construction contractor shall still reclassify the driver and that construction driver shall be precluded from pursuing a claim for civil penalties or statutory penalties, as specified. If a construction driver does not accept the terms of a settlement agreement, the construction contractor is excused from performing their requirement under the settlement agreement to pay the amount acknowledged to be due to that construction driver.
- 26) Authorizes the LC to file a civil action to enforce a settlement agreement, as specified.
- 27) Provides that mere ownership of a vehicle, including a personal vehicle or a commercial vehicle, used by a person in providing labor or services for remuneration, does not make that person an independent contractor. A person who owns a vehicle they use to provide labor or services either as an individual

or through a business entity they own, may be either an employee or an independent contractor depending on whether they satisfy the ABC test.

- 28) Provides that if the ABC test is not satisfied the owner of the vehicle is an employee and shall be reimbursed for use of the vehicle, as specified.
- 29) Declares that 27) and 28), above, are declarative of existing law.
- 30) Provides that with respect to construction trucking, a commercial motor vehicle driver who owns the truck, tractor, trailer, or other commercial vehicle that they use in the discharge of their duties as an employee working for an employer is entitled to reimbursement for the use, upkeep, and depreciation of that truck, tractor, trailer, or other commercial vehicle. This is declarative of existing law.
- 31) Provides that the amount to be reimbursed shall be negotiated either by the driver and the employer, or by a labor union representing that driver and the employer. The amount negotiated shall be either a flat rate reimbursement or a per-mile reimbursement, but in no case shall the amount negotiated be less than the actual amount expended by the driver for a flat rate reimbursement or less than the standard mileage reimbursement rate set by Internal Revenue Service for the time the services were provided for a per-mile reimbursement.
- 32) Provides that an amount owed to a driver may be paid directly to the driver in their name, or may be paid to a corporate entity owned and controlled by the driver if the truck, tractor, or trailer is owned by the corporate entity rather than by the driver directly.

Background

Dynamex and AB 5. Within the Labor Code, the employer-employee relationship is essential when determining which rights and obligations are applicable in a given situation. California's wage and hour laws (e.g., minimum wage, overtime, and meal and rest breaks), workplace safety laws, and retaliation laws protect employees, but not independent contractors. Additionally, employees can go to state agencies such as the LC's Office to seek enforcement of these laws, whereas independent contractors must resolve their conflicts or enforce their contract through other means.

Employers lawfully using the independent contractor model trade control over working conditions, like worker supervision and availability, in exchange for being released from many of the primary obligations of being an employer. This includes paying overtime, remitting payroll taxes, securing workers' compensation

coverage, and ensuring a healthy and safe work environment. Unfortunately, this model creates incentives for employers to misclassify employees as independent contractors. On average, the state and federal government lose at least \$3,000 in annual revenues for every misclassified employee. Misclassification deprives workers of their rights and livelihoods, reduces state revenue, and disadvantages law-abiding employers who have to compete with bad actors.

Disputes over worker misclassification culminated in a 2018 California Supreme Court decision, *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903. Under *Dynamex*, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies all three of the following conditions (ABC test):

- The worker is free from the control and direction of the hirer in connection with the performance of the work, both under the contract for the performance of such work and in fact;
- The worker performs work that is outside the usual course of the hiring entity's business; and
- The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity.

In 2019, AB 5 (Gonzalez, 2019) codified the *Dynamex* decision, by requiring the application of the ABC test to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission wage orders. AB 5 also provided specified industrial categories where the long-standing *Borello* test would remain the standard for determining who is an employee. Under *Borello*, the California Supreme Court created an 11 point “economic realities” test to determine whether someone could lawfully be considered an independent contractor.

Despite numerous legal challenges, including two opportunities for the Supreme Court to weigh in, AB 5 remains state law.

Construction Trucking. Construction truckers drive a large variety of construction equipment including tractor-trailers, flatbeds, mixer-trucks, dump trucks, fuel trucks, and water trucks. Many of these workers own the vehicle they use for their job. Up until January 1, 2025, subcontractors providing construction trucking services for which a contractor's license is not required were exempt from the

ABC test. That exemption has since expired, requiring the entire construction industry to comply with AB 5 and classify their drivers appropriately.

SB 809 would create the Program to relieve an eligible construction contractor of liability for statutory or civil penalties associated with the misclassification of construction drivers, if the contractor executes a settlement agreement with the LC where among other things, they agree to:

- Pay all wages, benefits, and taxes owed in relation to the reclassification of drivers for the period of time from the first date of misclassification to the date the settlement agreement is executed.
- Maintain any converted driver positions as employee positions.
- Secure workers' compensation coverage.

Construction contractors that apply for the Program would have an opportunity to reclassify their drivers, without having to worry about statutory and civil penalties. This immunity is significant because civil penalties for misclassification can amount to significant sums, even for misclassifying one worker. That is because the misclassification necessarily results in violations of other labor laws like those regarding the minimum wage and overtime, violations that each can carry their own civil penalties. In addition, there is a civil penalty for the action of willfully misclassifying a worker itself, which allows for a civil penalty of between \$5,000 and \$25,000 per violation.

The Program proposed by SB 809 is nearly identical to the Motor Carrier Employer Amnesty Program established to address the misclassification of commercial drivers in the port drayage industry. The Motor Carrier Amnesty Program was authorized to execute settlement agreements from January 1, 2016 until January 1, 2017.

SB 809 would also establish a “two-check” system to pay newly reclassified construction truckers who own their own vehicle.

Two-Check System. Owning a vehicle used to provide labor or services, does not make a person an independent contractor. Legitimate independent contractors have to satisfy the ABC test, regardless of whether they own the vehicle or the tools they use in the course of employment. As mentioned above, SB 809 would establish the use of a “two-check” system to pay construction drivers who own the vehicle they use in the discharge of their duties. Under this system, construction contractors pay construction drivers with two separate checks. One check is to

employ the driver and the other is for the use, upkeep, and depreciation of the driver's vehicle. SB 809 would require either the driver and the employer, or a labor union representing that driver and the employer, to negotiate the reimbursement amount, as specified. Finally, this bill would also require reimbursement whether the vehicle is owned by the driver as an individual or whether the vehicle is owned by the driver through a corporate entity.

Related/Prior Legislation

AB 5 (Gonzalez, Chapter 296, Statutes of 2019) codified the decision of the California Supreme Court in *Dynamex Operations West, Inc. v. Superior Court of Los Angeles* (2018) requiring that employers prove that their workers can meet a 3 part (ABC) test in order to be lawfully classified as independent contractors, and exempted from the test certain professions and business-to-business relationships.

AB 621 (Hernández, Chapter 741, Statutes of 2015) created the Motor Carrier Employer Amnesty Program for port drayage companies that voluntarily execute a settlement agreement with the LC related to misclassification of employees. *The Program created through this bill is nearly identical to the one proposed in SB 809.*

FISCAL EFFECT: Appropriation: No Fiscal Com.: Yes Local: No

According to the Assembly Appropriations Committee:

- 1) Costs of approximately \$213,000 in the first year and \$201,000 annually thereafter to the LC to negotiate or approve settlement agreements and pursue related enforcement actions (Labor Enforcement and Compliance Fund). The LC may partially recover costs to review a settlement agreement if the contractor agrees to pay such costs as part of the settlement.
- 2) Minor and absorbable costs to EDD to help administer the Amnesty Program (General Fund (GF)). EDD notes that this bill may result in penalty and interest revenue loss of an unknown amount, but such losses may be offset by the recovery of unpaid taxes related to employee misclassification (special funds).
- 3) Annual cost pressures (GF or Trial Court Trust Fund (TCTF)) of an unknown, but potentially significant amount, to the courts in additional workload by allowing the LC to file a civil action to enforce a settlement agreement and requiring the court to follow certain procedures to adjudicate such actions. It is unclear how many additional civil actions may be filed statewide, but the

estimated workload cost of one hour of court time is \$1,000. Although courts are not funded on the basis of workload, increased pressure on staff and the TCTF may create a demand for increased court funding from the GF to perform existing duties. The Budget Act of 2025 provides \$82 million ongoing GF to the TCTF for court operations.

SUPPORT: (Verified 9/11/25)

California Teamsters (Co-source)
State Building and Construction Trades Council of California (Co-Source)
California Federation of Labor Unions

OPPOSITION: (Verified 9/11/25)

Western States Trucking Association

ARGUMENTS IN SUPPORT:

According to the sponsors of the measure, the California Teamsters and State Building and Construction Trades Council of California:

“SB 809 would provide legal amnesty to construction industry employers who use misclassified drivers-provided the employers opt into using a ‘two-check’ system for compensation of construction drivers.

The two-check system is a payment model in the trucking industry that ensures truck drivers are properly classified as employees rather than independent contractors. Under this system, trucking companies pay drivers with two separate checks: one check for their labor and one check for use of their commercial vehicle-this compensates drivers for their time, ensuring they receive at least minimum wage, overtime pay, and benefits, as well as expenses related to the truck, such as fuel, maintenance, and insurance.”

ARGUMENTS IN OPPOSITION:

The Western States Trucking Association opposes the measure, arguing that SB 809 will erode the ability for owner-operator trucking businesses to operate in California.

“Independent contractor owner-operators have been the backbone of the trucking industry for more than 75 years and have dutifully served a critical role in the transportation of goods that Americans continue to utilize on a daily basis throughout the country. WSTA’s owner-operators are fiercely protective of their

independent contractor status, as the independent contractor model provides many unique advantages to them in the workforce, including increased entrepreneurial opportunities and earnings, as well as a more flexible work schedule...

Unfortunately, California continues to enact laws and regulations that thwart the ability for independent contractor owner-operators to be utilized, including with AB 5 (2019) and now with SB 809...

Instead of creating further obstacles to cost-effective construction, like with SB 809, the Legislature should focus its efforts on crafting a workable construction trucking carveout to the ABC test, which actually facilitates the use of legitimate owner-operators instead of abolishing them.”

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