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8 Attorneys for Defendant
9 LAND FORMS LANDSCAPE
10 CONSTRUCTION, INC.

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13
14 **COUNTY OF ORANGE**
15

16 JOSE AREVALO, an individual;

17 Plaintiffs,

18 v.

19 LAND FORMS LANDSCAPE
20 CONSTRUCTION, INC., a California
21 corporation; JEFF TRACY, an individual; and
22 DOES 1 through 50, Inclusive,

23 Defendants.
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25
26
27
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Case No. 30-2020-01143299-CU-OE-CJC

**DECLARATION OF SANDY WALLACE
IN SUPPORT OF DEFENDANT LAND
FORMS LANDSCAPE CONSTRUCTION,
INC.'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, ET SEQ.) SETTLEMENT**

Date: December 17, 2021
Time: 9:00 a.m.
Dept.: CX104

RESERVATION ID: 73650309



DECLARATION OF SANDY WALLACE

I, Sandy Wallace, declare as follows:

1. I am the Chief Financial Officer of defendant Land Forms Landscape Construction, Inc. (“Land Forms”). I have personal knowledge of the facts stated herein and if called upon to testify, I could and would testify thereto.

2. I have served as Land Forms’ Chief Financial Officer for over seven years and have been employed or associated with Land Forms and/or its predecessor Jeff Tracy, Inc. since April 1, 2010. My job duties and responsibilities as Chief Financial Officer includes, among other things, overseeing Land Form’s financial operations, analyzing business records and documentation, and executing documents for legal matters or disputes in a litigated status. In the performance of my duties as Chief Financial Officer, I have access to, and am familiar with, the employment and/or personnel file for plaintiff Jose Arevalo also known as Jose Tapia (“Plaintiff”).

3. In late January 2020, Land Forms received a letter via certified mail from Plaintiff regarding the action pursuant to the Private Attorneys General Act of 2004 (“PAGA Notice”). A true and correct copy of the PAGA Notice received by Land Forms is attached hereto as Exhibit 1.

4. After receipt of the PAGA Notice, by February 15, 2020, Land Forms promptly conducted an internal investigation into Mr. Arevalo’s claims. On February 15, 2020, Land Forms held a company-wide meeting to discuss properly accounting for overtime compensation by employees, foremen, and/or supervisors. Attached hereto as Exhibit 2 is a true and correct copy of a letter sent to plaintiff’s counsel dated February 25, 2020 in response to the PAGA Notice dated January 24, 2020, accounting for the steps taken by Land Forms after receipt of the PAGA Notice.

5. As set forth in Land Form’s February 15, 2020 PAGA response letter, there were three other employees in 2018, 2019, and 2020 who similarly drove company vehicles during the course of employment: Ivan Hernandez-Arreola, Freddy Manzanares, and Trinidad Barajas. I verified this information at that time and during the course of this litigation.

6. After receipt of the PAGA Notice, Land Forms voluntarily sent payment for overtime wages to Mr. Hernandez-Arreola and Mr. Manzanares. Mr. Hernandez-Arreola and Mr. Manzanares accepted the payment and executed acknowledgments that they received all of their

1 due compensation. Mr. Barajas is a non-exempt employee, and accordingly was not issued further
2 payment for wages.

3 7. Land Forms also issued payment to Plaintiff for overtime work performed through
4 2019. The checks issued to Plaintiff were never accepted as I am aware.

5 8. I was present at the mediation held on July 13, 2021 with Anne Kotlarski of
6 Judicate West. After discussing potential settlement parameters on that date, Land Forms
7 subsequently agreed to settle this lawsuit as set forth in the settlement agreements between the
8 parties. While Land Forms disputes various allegations and claims made by Plaintiff in the PAGA
9 Notice and in this case, it is agreeing to the settlement of the PAGA action and pay the PAGA
10 settlement sum of \$65,000.00 to other employees of Land Forms Landscape Construction, Inc.,
11 between January 24, 2019 through to the date the Court approves the settlement, in order to avoid
12 incurring further attorneys' fees and litigation costs.

13 9. At the conclusion of the mediation, all parties acknowledged that our deteriorating
14 financial condition was a substantial factor in our decision to accept the settlement terms. Our
15 financial condition has continued to erode, with it becoming most evident in the last 30 days. At
16 the time of the mediation, we employed 44 field and office workers. Due to the financial duress,
17 we were required to lay off 45% of our workforce (24 individual field and office workers) within
18 the last 30 days. The layoff decisions were based on our projected negative cash flow, the lack of
19 work, and escalating marketplace employee compensation demands. We request the continued
20 erosion of our financial condition is recognized in determination of the fairness of this settlement
21 with the State of California.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on November 12, 2021, at Santa Ana, California.

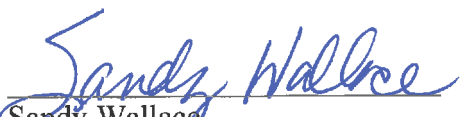
25
26 
27 Sandy Wallace
28

EXHIBIT 1



11845 W. Olympic Blvd., Suite 1000
Los Angeles, California 90064
Toll Free: (888) 384-7225
Office: (310) 484-5001
Fax: (310) 484 5002
pchami@chamilaw.com

RECEIVED

JAN 29 2020

LAND FORMS LANDSCAPE
CONSTRUCTION

Pouya B. Chami, Esq.

Internet: www.ChamiLaw.com

January 24, 2020

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Jeff Tracy, as an individual and as agent for service for:
Land Forms Landscape Construction, Inc.
Jeff Tracy, Inc.
15375 Barranca Parkway #A-110
Irvine, CA 92618

Re: PAGA NOTICE – Jose Arevalo v. Jeff Tracy, et al

Dear Mr. Tracy:

As you know, this office has been retained by Jose Arevalo (“Mr. Arevalo” or “Plaintiff”), your former employee. I am writing on behalf of Mr. Arevalo, and all similarly situated employees, pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Cal. Labor Code § 2699 et seq.

Pursuant to Labor Code Sections 2699 et seq, a copy of this letter is being sent to the California Labor and Workforce Development Agency, along with a New PAGA Claim Notice, and shall serve as formal PAGA Notice to you, individually, to Land Forms Landscape Construction, Inc., to its predecessor namesake, Jeff Tracy, Inc., and any of its officers, directors, owners, and related individuals responsible for causing the violations of the Labor Code as set forth in this letter (collectively referred hereafter as “Jeff Tracy” or “Defendants”).

Mr. Arevalo, on behalf of himself and all other aggrieved employees, contends that Defendants have violated, among others, the following specific provisions of the California Labor Code, namely: 201, 202, 203, 226(a), 226.3, 226.7, 226.8, 510, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, and 1199. Certain of these violations provide for “statutory

penalties” for which a private right of action existed before passage of PAGA and for which no PAGA notice is required in order to maintain a civil action.

As the court in *Caliber Bodyworks, Inc., v. Superior Court (Herrera)* (2005) 134 Cal. App. 4th 365, explains:

Not all statutory penalties are “civil penalties” covered by the Act.

[Defendant] fails to distinguish between a request for statutory penalties provided by the Labor Code for employer wage-and-hour violations, which were recoverable directly by employees well before the Act [PAGA] became part of the Labor Code, and a demand for “civil penalties,” previously enforceable only by the State’s labor law enforcement agencies. An example of the former is section 203, which obligates an employer that willfully fails to pay wages due an employee who is discharged or quits to pay the employee, in addition to the unpaid wages, a penalty equal to the employee’s daily wages for each day, not exceeding 30 days, that the wages are unpaid.

Caliber Bodyworks, 134 Cal. App. 4th at 377.

Section 2699.5 includes many Labor Code provisions that, prior to the Act, contained a private right of action. (§ 2699.5)

Id. at 382.

With regard to those Labor Code sections for which no PAGA notice is required, we provide this correspondence in a further effort to resolve this matter informally without the time and expense of court proceedings. The facts and theories which support the violations of these Labor Code provisions are as follows:

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All individuals hired as field laborers, general laborers, construction workers, maintenance workers, or a similar title, for Jeff Tracy in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present (hereinafter “aggrieved employees”).

Mr. Arevalo was hired by Jeff Tracy in 2015 as a field laborer performing construction and maintenance services at various worksites that he was assigned to by Defendants. Mr. Arevalo, and other aggrieved employees, performed exclusively non-exempt tasks for Defendants under the supervision and control of Defendants, including Jeff Tracy, an individual, and others.

Plaintiff generally worked five to six days per week. Plaintiff, and other aggrieved employees, would generally arrive at Defendants workshop every day at 6:00 a.m., and then be given a truck to drive to various worksites. Plaintiff and other aggrieved employees would then be required to remain working at the worksite until at least 3:30 p.m., and then deliver the company truck back to Defendants' workshop, and generally complete their shift between 5:40 p.m. and 6:00 p.m., or later. Despite these long hours, Plaintiff and other aggrieved employees were not accurately compensated for earned overtime wages. In fact, Defendants would not permit Plaintiff and other aggrieved employees all of the hours they spent working on their timesheets. Instead, Plaintiff and other aggrieved employees were generally paid for the work they performed between 6:00 a.m. and 3:30 p.m., and were generally denied payment, including accrued overtime wages, for the work done from 3:30 p.m. to 6:00 p.m., which often involved Plaintiff and other aggrieved employees being required to deliver the Defendants' trucks back to the workshop where Plaintiff began working.

This resulted in a severe underpayment of overtime wages earned by Plaintiff and other aggrieved employees throughout his and their employment – as Plaintiff and other aggrieved employees would generally work between 55 and 65 hours per week, if not more.

Defendants knowingly denied Plaintiff and other aggrieved employees the accurate payment of their overtime wages, accurate itemized wage statements and related wage entitlements in order to reduce their business expenses, including their payroll tax liability and liability for wages to their employees.

Plaintiff and other aggrieved workers were also denied uninterrupted meal and rest breaks as a result of under-staffing and demands of management at various worksites. Pursuant to Labor Code § 226.7 and Wage Order 16-2001, Defendants failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. On a regular and consistent basis, Defendants failed to provide Plaintiff and the aggrieved employees with rest periods despite regularly requiring Plaintiff and the aggrieved employees to work over eight (8) hours. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

Labor Code §226(a) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing a number of specified requirements, including total hours worked by the employee, all deductions, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, among other requirements. Defendants failed to issue Plaintiff and the aggrieved employees with itemized wage statements that accurately reflected the number of hours that he and they worked, or their accurate amount of earned wages, as well as other violations of the Labor Code. As such, Plaintiff and his coworkers are aggrieved employees within the meaning of PAGA and Defendants have

violated Labor Code §226(a) with respect to Plaintiff and his coworkers/other aggrieved employees.

Plaintiff resigned from his employment on September 24, 2019 as a result of Defendants' unlawful wage and hour practices. At the time of his resignation, Mr. Arevalo was still owed premium pay for missed meal and rest periods, as well as unpaid wages, including overtime wages, that remain outstanding through the present and which subject Jeff Tracy to waiting time penalties. Upon information and belief, Jeff Tracy has also denied other aggrieved employees the full payment of their wages, including overtime wages, as well as premium pay for missed meal and rest periods, at the time of their termination and/or resignation.

REPRESENTATIVE ACTION

Please be advised that, upon expiration of the time periods set forth in California Labor Code Section 2699.3, our client will initiate and/or amend an action against Defendants, on behalf of himself and on a representative basis for all affected employees, to request relief afforded under the PAGA. Our client will seek these penalties on his own behalf and on behalf of Defendants Ramen's other current and former employees. *See Arias v. Superior Court* (2009) 46 Cal. 4th 969 (no class certification required for representative action for civil penalties).

In addition, our client will seek such penalties against Defendants, its related entities and individuals, and all other individuals who have "violate[d], or cause[d] to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission." Cal. Labor Code § 558.

CHAMI LAW, PC



Pouya B. Chami, Esq.

cc: California Labor & Workforce Development Agency:
Attn: PAGA Administrator; (via online portal at <https://dir.tfaforms.net/198>)

EXHIBIT 2

Darryl J. Paul
Attorney at Law
PO BOX 3027
Dana Point, CA 92629
(949) 201-6319 djp@darrylpaul.com

February 25, 2020

Pouya B. Chami, Esq.
Chami Law, P.C.
11845 W. Olympic Blvd., Suite 1000
Los Angeles, CA 90064

VIA FIRST CLASS MAIL
and E-MAIL pchami@chamilaw.com

Reference: *JOSE TAPIA-AREVALO*

Subject: Response to PAGA notice

Dear Mr. Chami:

Please be advised that I have the pleasure of representing Land Forms Landscape Construction, Inc., formerly known as Jeff Tracy, Inc. ("Land Forms") and have been retained to respond to the claims made in the PAGA notice contained in your letter dated January 24, 2020 on behalf of the company and all related persons associated therewith *vis-à-vis* such claims.

First, I would like to thank you for your letter, for although we do not feel that it adequately sets forth sufficient facts or theories, it did serve to alert the new shareholders, directors and officers of Land Forms of a practice about which management was not aware, as I shall explain below. Land Forms' management is committed to best employment practices in the operation of the company and wasted no time investigating and addressing the claims made in your referenced letter.

I shall address the claims made in your letter in reverse order solely to allow for concentration on the main point. Those claims are alleged inadequate

wage statements, denial of uninterrupted meal and rest breaks, and unpaid overtime compensation.

By way of information, Mr. Tapia-Arevalo worked in the maintenance division of Land Forms with operations that are and historically have been unique and, for the purposes of the claims made by your office, wholly severable from the other operations of the company. Absolutely **none** of the claims so made by your office relate to any division of the company other than the maintenance division.

Further, I am informed that contrary to the claim extant in your referenced letter that Mr. Tapia-Arevalo "resigned from his employment...as a result of...unlawful wage and hour practices", on September 23, 2019, Mr. Tapia-Arevalo, after not having shown up for work, spoke with the maintenance supervisor and stated to him that he quit because he had a better offer of employment.

Last, the "workshop" that you mention on page 3 of your referenced letter is the company's Santa Ana yard where vehicles, equipment and certain supplies are kept.

Wage Statements

You have alleged that my clients "...failed to issue Plaintiff and the aggrieved employees with itemized wage statements..." This claim is denied and rejected as patently false and more the product of overinclusion rather than considered and supportable fact.

Land Forms' payroll is handled by Paychex, Inc. If what you claim is true, their documentation is inadequate for untold thousands of employees and your indictment would be better addressed directly to that entity.

Enclosed please find three such wage statements that issued to Mr. Tapia-Arevalo on July 19, 2019 and September 27, 2019 which were returned to Land Forms as undeliverable to the address that the company had for him. These are typical of the periodic wage statements issued to employees of Land Forms and are in every respect in full compliance with law.

Meal and rest breaks

Your next claim is that, "Plaintiff and other aggrieved workers were also denied uninterrupted meal and rest breaks..." This claim is also denied and rejected as patently false.

The Land Forms' Employee Handbook, last updated 2/6/18, requires all employees to "keep accurate and reliable books and records at all times"; "Records" are defined as all information recorded for Land Forms and specifically includes time reports. It also requires all employees to take meal and rest breaks and defines periods for both, all as is required by law.

Every employee of the company is obligated to fill out a daily time card that is both signed by the worker and witnessed by the foreman. Prior to the current pay period, the time cards included entries for am and pm breaks that were not taken; please see the copy of the 8/24 through 8/30/19 timecard for Mr. Tapia-Arevalo enclosed herewith that is representative of all that have been completed by workers prior to the current pay period.¹

At my suggestion, the time card has been revised so that now, both the am and the pm rest breaks must be marked to indicate that the breaks have in fact been taken. The workers will sign the timecards each day to attest to their correctness.

Additionally, I interviewed the maintenance supervisor, Gavino Juarez, and confirmed that meal breaks are in fact taken each and every day by every employee as indicated on the timecard; see the enclosed representative timecard to confirm this, in the handwriting of Mr. Tapia-Arevalo.

Unpaid overtime

The current Employee Handbook mentioned above contains the following additional requirements:

Land Forms is required to complete, store and provide for audit an

¹ I would be pleased to provide to you all of Mr. Tapia-Arevalo's timecards for 2017 through the present should you wish to review them.

accurate record of hours worked and the calculation of compensation, including the applicable benefits. Land Forms will provide each non-exempt employee with a weekly time card. On the time cards non-exempt employees are required:

1. To enter the time in which they start work;
2. The time the employee starts their meal break and the time in which they return from their meal break;
3. The time in which they end their work schedule; and
4. To check off if any rest breaks were not taken.

If there is additional time authorized for overtime, the additional breaks and meal periods are also required to be documented in the same manner.

Employees must also record their time they leave the premises for any reason other than Land Forms business and/or are not involved in work activities within their scheduled working hours. Time cards are legal documents that represent the employee's statement to Land Forms as to the compensation the employee is to be paid. Time cards may not be falsified, intentionally mutilated or rendered unreadable. If there is a mistaken entry on the time card, if it is lost or otherwise unavailable for the employee's use, the employee is required to bring this to the attention of their direct report and/or executive management immediately, recreate the document as best possible, and initial the necessary corrections.

Along with management of the company, I have undertaken a thorough investigation of the claims made in the first three paragraphs of page 2 of your referenced letter that Land Forms "...knowingly denied Plaintiff and other aggrieved employees the accurate payment of their overtime wages..." and must state definitively that at no time has any employee of the company been denied overtime wages about which management was aware.

Upon such investigation, however, I learned that certain employees in the maintenance division were given responsibilities of loading and driving specified company vehicles to the various jobsites from the Santa Ana yard and returning those vehicles to the Santa Ana yard daily. Those employees

over the course of calendar years 2017, 2018 and 2019 were Jose Tapia-Arevalo, Ivan Hernandez-Arreola, Freddy Manzanares, and Trinidad Barajas.

Non-compensable travel time –

Mr. Barajas is a salaried employee exempt from the requirements of overtime pay. All maintenance employees who were not assigned the responsibility of company vehicles were given the option to voluntarily travel in the company vehicles; this allowed them to avoid the cost of traveling to distant worksites in their own automobiles and hence, these employees were not controlled by Land Forms during this time. Such optional travel was and is not compulsory for these employees.

When travel in a company-provided vehicle is optional, the employee is not sufficiently controlled by the employer during that travel time. The California Court of Appeal emphasized the distinction between mandatory and optional company-provided transportation in *Overton v. Walt Disney Co.* (2006) 136 Cal.App.4th 263. The facts of that case involved employees who were required to park their personal vehicles in a parking lot far from their individual work locations. From the parking lot, the employer provided a company bus to the work locations. Employees were not required to ride the bus, however, and could either take other forms of transportation from the parking lot, such as walking or bicycling, or choose not to drive their personal vehicles to work and instead take a train, bus, vanpool, or be dropped off. The court explained that, because the company bus was not required, travel time on the bus each day was not compensable as hours worked.

Federal district courts have similarly held that time spent on optional employer-provided transportation is not compensable. For example, on facts somewhat analogous to the present case, a court held that employees who parked their service vans at home each night — but were not required to do so — were not entitled to compensation for the time spent driving the service van to and from work each day. See *Alcantar v. Hobart Serv.*, No. ED CV 11–1600 PSG (SPx), 2012 WL 6539547, at 1, 3–4 (C.D. Cal. Dec. 13, 2012).

Compensable overtime –

My investigation together with the investigation and diligent research of the management of Land Forms has disclosed that in fact, Messrs. Tapia-

Arevalo, Hernandez-Arreola and Manzanares were required to pick up and load company vehicles at the Santa Ana yard during specified periods when they were assigned such tasks, and to return the vehicles to the Santa Ana yard at the end of the workday. This investigation and research has led to the discernment of unpaid overtime compensation for these three employees during the years 2018, 2019 and 2020 year to date, much to the chagrin and embarrassment of management.

Unpaid overtime to Mr. Tapia-Arevalo –

Allowing for all questionable days to be resolved in favor of the employee, Land Forms' management has discerned that Mr. Tapia-Arevalo should have been paid for 201.50 overtime hours at \$25.50 per hour during fiscal year ending 12/31/2018, and for 366.25 overtime hours at \$27 per hour during fiscal year ending 12/31/2019.

Accordingly, enclosed please find two checks made payable to Mr. Tapia-Arevalo, check no. 3080 in the sum of \$3,862.23 for 2018 and check no. 3078 in the sum of \$6,623.59 for 2019; these checks are net after appropriate deductions.

Management of Land Forms requests that you extend their sincere apologies to Mr. Tapia-Arevalo for this regrettable practice that denied him this overtime pay to which he was rightly entitled.

Unpaid overtime to Mr. Hernandez-Arreola –

Allowing for all questionable days to be resolved in favor of the employee, Land Forms' management has discerned that Mr. Hernandez-Arreola should have been paid for 27 overtime hours at \$43 per hour during fiscal year ending 12/31/2019, and for 20 overtime hours at \$33 per hour during fiscal year 2020 to date. Copies of the checks that have been given to him are attached.

These payments have been made without any attempt to dissuade Mr. Hernandez-Arreola from participating in or waiving his rights in any PAGA action and without requesting any settlement and release agreement to be executed in exchange for receiving these payments.

Unpaid overtime to Mr. Manzanares –

Allowing for all questionable days to be resolved in favor of the employee, Land Forms' management has discerned that Mr. Manzanares should have been paid for 186.5 overtime hours at \$27 per hour during fiscal year ending 12/31/2017. Copies of the checks that are being mailed to him at his Georgia address are attached.

As with Mr. Hernandez-Arreola, these payments have been made without any attempt to dissuade Mr. Manzanares from participating in or waiving his rights in any PAGA action and without requesting any settlement and release agreement to be executed in exchange for receiving these payments.

Land Forms' efforts to cure the overtime payment issue

On Saturday, February 15, 2020, management of Land Forms held a company meeting where the issue of the proper completion of timecards was discussed in addition to the firm policy of the company to ensure that all overtime compensation is properly accounted for by the workers and their foremen and supervisors and for which the workers are fully paid, among other matters. The company's policy of requiring certain workers to whom company vehicles are assigned to be fully compensated for all time spent on company business from the time that they are scheduled to and do arrive at the Santa Ana yard until they complete each day's tasks and leave the Santa Ana yard was also fully discussed with all in attendance, as was the option for other maintenance workers to travel to the various jobsites from the Santa Ana yard in company vehicles for which such travel time would not be compensated.

Management has in place a calendared follow-up on these matters on a periodic basis to ensure full compliance with these policies by all workers, foremen and supervisors to ensure that no worker is denied overtime compensation.

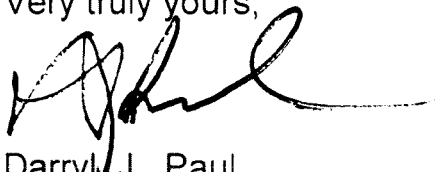
Mr. Chami, you have provided a great service to your client and to the other workers of Land Forms, and for that matter, to the management of Land Forms, by bringing up the issue of unpaid overtime compensation. It is our hope that from the foregoing and the enclosed that you will conclude, as I

Pouya B. Chami, Esq.
February 25, 2020
Page 8

have, that the management of Land Forms never engaged in any willful or knowing failure to pay their employees for all overtime to which they are and were entitled.

I invite your call or letter at any time.

Very truly yours,

A handwritten signature in black ink, appearing to read 'DJP', with a long horizontal flourish extending to the right.

Darryl J. Paul
DJP/edz

Enclosures

Cc: Clients (via e-mail only)

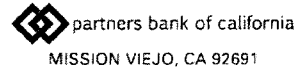
3080

Rec#: 231		Emp#: Jose Tapia Arevalo					Quarter: 1 State: CA	
Check: 3080		Date: 02/20/2020		Period: 02/19/2020 to 02/20/2020				
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	17.0000	25.5000	36.0000				Diem	0.00
Hours:	0.00	201.50	0.00	0.00	0.00	0.00	Misc	0.00
Pay:	0.00	5,138.25	0.00	0.00	0.00	0.00		
	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages		
Totals:	201.50	5,138.25	0.00	1,276.02	3,862.23	15,027.00	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	318.57	1,250.24	State Income Tax	Ded	234.85	1,190.53
Medicare	Ded	74.50	292.39	State Disability Ins	Ded	51.38	201.65
Federal Income Tax	Ded	596.72	2,882.39				



27601 FORBES RD. STE. 36
LAGUNA NIGUEL, CA 92677
(949) 582-0877



90-4477/1222

02/20/2020 \$ *3,862.23
DATE AMOUNT

THREE THOUSAND EIGHT HUNDRED SIXTY-TWO AND 23/100 DOLLARS

PAY

Jose Tapia Arevalo

TO THE
ORDER
OF

VOID AFTER 90 DAYS
PAYROLL ACCOUNT

J. Wallace
AUTHORIZED SIGNATURE

3078

Rec#: 229		Emp#: Jose Tapia Arevalo					Quarter: 1 State: CA	
Check: 3078		Date: 02/20/2020		Period: 02/19/2020 to 02/20/2020				
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	18.0000	27.0000	36.0000					
Hours:	0.00	366.25	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	0.00	9,888.75	0.00	0.00	0.00	0.00	Misc	0.00
	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages		
Totals:	366.25	9,888.75	0.00	3,265.16	6,623.59	9,888.75	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	613.10	613.10	State Income Tax	Ded	720.83	720.83
Medicare	Ded	143.39	143.39	State Disability Ins	Ded	98.89	98.89
Federal Income Tax	Ded	1,688.95	1,688.95				



27601 FORBES RD. STE. 36
LAGUNA NIGUEL, CA 92677
(949) 582-0877



partners bank of california
MISSION VIEJO, CA 92691

90-4477/1222

3078

02/20/2020 \$ *6,623.59
DATE AMOUNT

SIX THOUSAND SIX HUNDRED TWENTY-THREE AND 59/100 DOLLARS

PAY

Jose Tapia Arevalo

TO THE
ORDER
OF

VOID AFTER 90 DAYS
PAYROLL ACCOUNT

J. Wallace
AUTHORIZED SIGNATURE

LAND FORMS LANDSCAPE CONSTRUCTION - A DIVISION OF J. TRACY INC. - PAYROLL ACCOUNT

3081

Rec#: 238	Emp#: Ivan Hernandez-Arreola	Quarter: 1	State: CA
Check: 3081	Date: 02/21/2020	Period: 02/20/2020	to 02/20/2020
Rate:	Regular 18.0000	Overtime 27.0000	Premium 36.0000
Hours:	0.00	43.00	0.00
Pay:	0.00	1,161.00	0.00
Totals:	Hours 43.00	Gross Pay 1,161.00	Add-Ons 0.00
		Deductions 121.14	Net Pay 1,039.86
		YTD Wages 7,502.00	Salary 0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	71.98	465.12	State Income Tax	Ded	10.18	
Medicare	Ded	16.83	108.77	State Disability Ins	Ded	11.61	75.02
Federal Income Tax	Ded	20.72	288.64				

OT 2019

Safeguard SFMS00053-1 LITHO USA SFSL2M DK7508112M

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-668-9389

CR08W00020000 Y1S5F003082

FBB2A2 SLKDK01 03/15/2019 10:46 -46-



27601 FORBES RD. STE. 36
LAGUNA NIGUEL, CA 92677
(949) 582-0877

90-4477/1222

02/21/2020 \$ *1,039.86
DATE AMOUNT

ONE THOUSAND THIRTY-NINE AND 86/100 DOLLARS

PAY

Ivan Hernandez-Arreola

TO THE
ORDER
OF

VOID AFTER 90 DAYS
PAYROLL ACCOUNT

Swallice
AUTHORIZED SIGNATURE

SAFEGUARD SEC.
SAFEGUARD SEC.

THIS DOCUMENT CONTAINS THE MOST SENSITIVE INFORMATION. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED.

LAND FORMS LANDSCAPE CONSTRUCTION - A DIVISION OF J. TRACY INC. - PAYROLL ACCOUNT

3081

Rec#: 238	Emp#: Ivan Hernandez-Arreola	Quarter: 1	State: CA
Check: 3081	Date: 02/21/2020	Period: 02/20/2020	to 02/20/2020
Rate:	Regular 18.0000	Overtime 27.0000	Premium 36.0000
Hours:	0.00	43.00	0.00
Pay:	0.00	1,161.00	0.00
Totals:	Hours 43.00	Gross Pay 1,161.00	Add-Ons 0.00
		Deductions 121.14	Net Pay 1,039.86
		YTD Wages 7,502.00	Salary 0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	71.98	465.12	State Income Tax	Ded	10.18	
Medicare	Ded	16.83	108.77	State Disability Ins	Ded	11.61	75.02
Federal Income Tax	Ded	20.72	288.64				

Safeguard SFMS00053-1 LITHO USA SFSL2M DK7508112M

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-668-9389

CR08W00020000 Y1S5F003082

FBB2A2 SLKDK01 03/15/2019 10:46 -46-

LAND FORMS LANDSCAPE CONSTRUCTION - A DIVISION OF J. TRACY INC. - PAYROLL ACCOUNT

3082

Rec#: 239	Emp#: Ivan Hernandez-Arreola	Quarter: 1	State: CA
Check: 3082	Date: 02/21/2020	Period: 02/21/2020	to 02/21/2020
Rate: 22.0000	Overtime: 33.0000	Premium: 44.0000	Sick: 0.00
Hours: 0.00	20.00	0.00	0.00
Pay: 0.00	660.00	0.00	0.00
Totals: Hours 20.00	Gross Pay 660.00	Add-Ons 0.00	Deductions 57.09
		Net Pay 602.91	YTD Wages 8,162.00
			Salary 0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	40.92	506.04	State Income Tax	Ded		10.18
Medicare	Ded	9.57	118.34	State Disability Ins	Ded	6.60	81.62
Federal Income Tax	Ded		288.64				

OT 2020

SFMS00053-1
LITHO USA SFSJ2M CK7508112M

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-688-9399

CR08W00020000 Y19SF003082

F8B2A2 SLKDK01 03/15/2019 10:46 -45-



27601 FORBES RD. STE. 36
LAGUNA NIGUEL, CA 92677
(949) 582-0877

MISSION VIEJO, CA 92691

90-4477/1222

02/21/2020 \$ *602.91
DATE AMOUNT

SIX HUNDRED TWO AND 91/100 DOLLARS

PAY

Ivan Hernandez-Arreola

TO THE
ORDER
OF

VOID AFTER 90 DAYS
PAYROLL ACCOUNT

[Signature]
AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS TRADE SENSITIVE INFO. TOUCH OR PRESS HERE OR THE IMAGE DISAPPEARS WITH HEAT.

LAND FORMS LANDSCAPE CONSTRUCTION - A DIVISION OF J. TRACY INC. - PAYROLL ACCOUNT

3082

Rec#: 239	Emp#: Ivan Hernandez-Arreola	Quarter: 1	State: CA
Check: 3082	Date: 02/21/2020	Period: 02/21/2020	to 02/21/2020
Rate: 22.0000	Overtime: 33.0000	Premium: 44.0000	Sick: 0.00
Hours: 0.00	20.00	0.00	0.00
Pay: 0.00	660.00	0.00	0.00
Totals: Hours 20.00	Gross Pay 660.00	Add-Ons 0.00	Deductions 57.09
		Net Pay 602.91	YTD Wages 8,162.00
			Salary 0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	40.92	506.04	State Income Tax	Ded		10.18
Medicare	Ded	9.57	118.34	State Disability Ins	Ded	6.60	81.62
Federal Income Tax	Ded		288.64				

SFMS00053-1
LITHO USA SFSJ2M CK7508112M

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-688-9399

CR08W00020000 Y19SF003082

F8B2A2 SLKDK01 03/15/2019 10:46 -45-



15375 Barranca Pkwy, Suite A-110, Irvine, CA 92618
Phone: 949.582.0877 Fax: 949.582.0876
Website: www.landformslandscaping.com

Freddy Manzanerez

Re: Audit of Overtime Hours for the period of 01/01/2017 – 12/31/2017

Dear Mr. Manzanerez,

We have enclosed a check representing overtime hours worked for the period of 1/1/2017 to 12/31/2017 totaling 186.5 hours @ \$27 p/hour = Gross Pay of \$5,035.50, with a Net Pay of \$3,801.47.

During an audit of our payroll records it was brought to our attention that you had been underpaid and we wanted to correct our error and remit payment for hours worked that you did not receive compensation. We apologize for the oversight on our end.

Please feel free to contact me if you have any questions.

Thank you

Regards.

Sandy Wallace
Chief Financial Officer

CC: Employee File

*Building Better Environments
While Building
Lasting Relationships*

3084

Rec#: 246	Emp#: Fredy Manzanarez	Quarter: 1	State: CA
Check: 3084	Date: 02/24/2020	Period: 02/23/2020	to 02/23/2020
Rate: 18.0000	Regular	Overtime	Premium
Hours: 0.00			Sick
Pay: 0.00			Vacation
			Holiday
			Piece
			Diem
			Misc
Totals:	Hours 186.50	Gross Pay 5,035.50	Add-Ons 0.00
		Deductions 1,234.03	Net Pay 3,801.47
		YTD Wages 5,035.50	Salary 0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	312.20	312.20	State Income Tax	Ded	224.34	224.34
Medicare	Ded	73.01	73.01	State Disability Ins	Ded	50.36	50.36
Federal Income Tax	Ded	574.12	574.12				



27601 FORBES RD. STE. 36
LAGUNA NIGUEL, CA 92677
(949) 582-0877



partners bank of california
MISSION VIEJO, CA 92691

90-4477/1222

02/24/2020 \$
DATE

3084

*3,801.47
AMOUNT

THREE THOUSAND EIGHT HUNDRED ONE AND 47/100 DOLLARS

PAY

Fredy Manzanarez

TO THE
ORDER
OF

VOID AFTER 90 DAYS
PAYROLL ACCOUNT

Swalace
AUTHORIZED SIGNATURE

LAND FORMS LANDSCAPE CONSTRUCTION - A DIVISION OF J. TRACY INC. - PAYROLL ACCOUNT

3084

Rec#: 246	Emp#: Fredy Manzanarez	Quarter: 1	State: CA
Check: 3084	Date: 02/24/2020	Period: 02/23/2020	to 02/23/2020
Rate: 18.0000	Regular	Overtime	Premium
Hours: 0.00			Sick
Pay: 0.00			Vacation
			Holiday
			Piece
			Diem
			Misc
Totals:	Hours 186.50	Gross Pay 5,035.50	Add-Ons 0.00
		Deductions 1,234.03	Net Pay 3,801.47
		YTD Wages 5,035.50	Salary 0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Social Security	Ded	312.20	312.20	State Income Tax	Ded	224.34	224.34
Medicare	Ded	73.01	73.01	State Disability Ins	Ded	50.36	50.36
Federal Income Tax	Ded	574.12	574.12				

1 **PROOF OF SERVICE**

2
3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 2361 Rosecrans
Ave., Suite 475, El Segundo, CA 90245.

6 On November 19, 2021, I served true copies of the following document(s) described as
7 **DECLARATION OF SANDY WALLACE IN SUPPORT OF DEFENDANT LAND FORMS**
8 **LANDSCAPE CONSTRUCTION, INC.'S NOTICE OF MOTION AND MOTION FOR**
9 **APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET**
10 **SEQ.)** on the interested parties in this action as follows:

11 Pouya B. Chami, Esq.
12 CHAMI LAW, PC
13 11845 W. Olympic Blvd., Suite 700
14 Los Angeles, CA 90064

Attorneys for Plaintiff
JOSE AREVALO, an individual

15 Telephone: (310) 484-5001
16 Facsimile: (310) 484-5002
17 Email: *pchami@chamilaw.com*

18 Jeff Tracy
19 1901 E. Carnegie Ave., #E
20 Santa Ana, CA 92705

In Pro Per

21 Telephone: (949) 582-0877
22 Email: *j.tracy@landformslandscaping.com*

23 **BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package
24 provided by the overnight service carrier and addressed to the persons at the addresses listed in the
25 Service List. I placed the envelope or package for collection and overnight delivery at an office or
26 a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a
27 courier or driver authorized by the overnight service carrier to receive documents.

28 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

Executed on November 19, 2021, at El Segundo, California.

25 
26 DIANE BRANCHE