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Leopoldo Rodriguez on behalf of himself
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LEOPOLDO RODRIGUEZ, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

GOLDEN LEAF LANDSCAPE CARE, INC., a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 20STCV05547

Assigned for All Purposes to
Hon. Daniel J. Buckley, Dept. 1

FIRST AMENDED CLASS ACTION
COMPLAINT FOR:

- 1. Failure to Pay All Wages Earned;**
- 2. Failure to Pay Minimum Wages;**
- 3. Failure to Pay Overtime Wages;**
- 4. Failure to Provide Meal Periods;**
- 5. Failure to Provide Rest Breaks;**
- 6. Failure to Provide Accurate, Itemized Wage Statements;**
- 7. Failure to Maintain Records (Cal. Labor Code Section 1174(d));**
- 8. Waiting Time Penalties;**
- 9. Unfair Business Practice (Cal. Business & Professions Code Section 17200, et seq.) ; and**
- 10. Violation of California Labor Code Section 2698, et seq. (Private Attorneys General Act ("PAGA"))**

1 Plaintiff Leopoldo Rodriguez (hereinafter “Plaintiff”), on behalf of himself and all others
2 similarly situated, alleges and states as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure section
5 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction
6 limits of the Superior Court and will be established according to proof at trial. The amount in
7 controversy for each class representative, including claims for compensatory damages and pro rata
8 share of attorneys’ fees is less than \$75,000.00. It is believed that the total sum owed to the Class
9 alleged herein is less than \$5,000,000.00, based upon the anticipated size of the Class and the
10 amount in controversy for each member of the Class.

11 2. This Court has jurisdiction over this action and the matters alleged herein pursuant
12 to the grant of original jurisdiction set forth in Article VI, Section 10 of the California Constitution.
13 The statutes under which this action is brought do not specify any other basis for jurisdiction.

14 3. This Court has jurisdiction over Defendant, because, upon information and belief,
15 Defendant is either a citizen of California, has sufficient minimum contacts in California, or
16 otherwise intentionally avails itself of the California market so as to render the exercise of
17 jurisdiction over it by this Court consistent with traditional notions of fair play and substantial
18 justice.

19 4. Venue is proper in this Court, because, upon information and belief, the named
20 Defendant resides, transacts business, or has offices in this county, and the acts or omissions alleged
21 herein took place in this county.

22 5. On February 12, 2020, Plaintiffs provided notice to the California Labor and
23 Workforce Development Agency (“CLWDA”) of their intent to file a lawsuit against Defendant
24 pursuant to the Private Attorneys General Act for violations of Labor Code sections 201 through
25 204, 226, 226.7, 510, 512, 1194(a), and 1198. True and correct copies of the above-listed notice
26 are attached hereto as Exhibit A. This matter has been assigned case number LWDA-CM-772504-
27 20 by the CLWDA. As of the date of filing of this First Amended Complaint, the CLWDA has not
28 provided any notice that it intends to investigate the alleged violations. Accordingly, upon

1 stipulation of the parties and with leave from the Court, Plaintiffs now file this First Amended
2 Complaint pursuant to California Labor Code section 2699.3(c), which authorizes a plaintiff to
3 amend an existing civil complaint within 60 days of the relevant event giving rise to a complaining
4 employee's right to proceed in a civil action brought under the California Private Attorneys General
5 Act (California Labor Code section 2698, et seq.).

6 **THE PARTIES**

7 6. At all times relevant herein, Plaintiff Leopoldo Rodriguez was, and is, an individual
8 residing in the City of Los Angeles, County of Los Angeles, State of California.

9 7. Plaintiffs are informed and believe, and based thereon allege, that at all times
10 relevant herein, Defendant Golden Leaf Landscape Care, Inc. (hereinafter "Defendant" or "Golden
11 Leaf"), was, and is, a California Corporation engaged in the landscaping industry that performs
12 landscaping and maintenance services for clients throughout Los Angeles County and the
13 surrounding areas.

14 8. Plaintiff is unaware of the true names and capacities of Defendants named herein as
15 DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
16 Plaintiff will amend this Complaint to allege such names and capacities when the same has been
17 ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the
18 fictitiously named Defendants stated herein bears a legal responsibility to Plaintiff similar to that
19 of the named Defendant herein.

20 9. At all times mentioned herein, Defendants DOES 1 through 100, inclusive, were the
21 agents, servants, and employees of their Co-Defendants, and in doing the things herein alleged were
22 acting in the scope of their authority as such agents, servants, and employees, and with the
23 permission and consent of their Co-Defendants.

24 10. Plaintiff hereby demands a trial by jury.

25 **FACTS COMMON TO ALL CAUSES OF ACTION**

26 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant is
27 landscaping company that provides services including ground maintenance, landscape design,
28 landscaping installation, and irrigation/sprinkler systems to residential and commercial customers

1 through Los Angeles County, including Malibu, Beverly Hills and the San Fernando Valley.

2 12. Plaintiff worked for Defendant during the relevant time period as non-exempt
3 employee in the position of landscape/gardening/driver.

4 13. During all times relevant to this action, Defendant maintained uniform timekeeping
5 and payroll processes and procedures for all non-exempt employees. Plaintiff is informed and
6 believes and thereon alleges that Defendant also maintained uniform work rules and procedures for
7 all of its non-exempt employees.

8 14. At all times relevant to this action, Defendant failed to properly compile, account
9 for, and pay Plaintiff for the hours they worked due to the following uniform practices:

10 **Flat Rate of Pay/Off-The-Clock:** Throughout the relevant time period, Plaintiff and the
11 members of the class regularly worked shifts of at least 9.5 hours in length, five (5) days per
12 week. Despite the long hours worked by Plaintiff and the Class, Defendant maintained a uniform
13 policy and practice of paying Plaintiff and the Class Members for no more than forty (40) hours
14 of work per week. As a result, during every pay period, Defendant failed to pay Plaintiff and the
15 Class Members for all hours worked as required under California law.

16 **Working through Meal Periods and Rest Breaks:** Plaintiff is informed and believes,
17 and thereon alleges, that Defendant maintained a policy and practice of requiring non-exempt
18 employees to work through mandatory meal periods and rest breaks.

19 **Failure to Pay Overtime:** Plaintiff alleges Defendant's practice of paying for no more
20 than a flat forty hours of pay per week resulted in failure to pay overtime and double time wages
21 owed.

22 15. At all times relevant to this action, Plaintiff and the Class Members were not
23 provided with mandatory meal periods and rest breaks. Furthermore, Defendant did not pay meal
24 or rest break premiums when breaks were not provided.

25 16. At all times relevant to this action, Defendant did not record or maintain records of
26 meal periods taken by Plaintiff and the Class Members.

27 17. At all times relevant to this action, Plaintiff and the Class Members received an
28 earnings statement with each pay check. These earning statements, however, did not accurately

1 reflect the hours worked during the pay period or the wages earned. Plaintiff is informed and
2 believes that all non-exempt hourly employees in California received wage statements that lacked
3 these mandatory categories of information.

4 18. Defendant did not pay Plaintiff all wages owed at the time of his termination.

5 19. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
6 to this action, Defendant implemented a series of willful, systematic, and deliberate policies and
7 practices that suppressed operating costs at the expense of employee rights set forth under the
8 California Labor Code and the Industrial Welfare Commission (hereinafter "IWC") Wage Orders.

9 20. Defendant's unlawful conduct includes, but is not limited to:

10 (a) Failing to pay employees for all hours worked at either their regular rate of
11 pay or the applicable minimum wage;

12 (b) Failing to pay mandatory overtime and/or double time wages;

13 (c) Failing to provide employees with mandatory meal periods;

14 (d) Failing to provide employees with mandatory rest breaks;

15 (e) Failing to pay one (1) hour of wages to employees who are not provided with
16 legally compliant meal periods and rest breaks;

17 (f) Failing to provide employees with accurate and complete wage statements;

18 (g) Failing to maintain full, complete, and accurate payroll records, including an
19 accurate accounting of meal periods and/or all hours worked.

20 21. Plaintiff is informed and believes, and based thereon alleges that, during the relevant
21 period, Defendant's conduct resulted in systematic and class-wide violations of California Labor
22 Code sections 204, 226(a), 226.7, 510, 512, 1174(d), 1194(a), 1197, 1197.1, and 1198.

23 **CLASS ALLEGATIONS**

24 22. Plaintiff brings this action individually, as well as on behalf of each and all persons
25 similarly situated, and thus, seeks class certification under California Code of Civil Procedure
26 Section 382.

27 23. All claims alleged herein arise under California law for which Plaintiff seeks relief
28 authorized under California law.

1 24. Plaintiff seeks to represent a class of all of Defendant's current and former non-
2 exempt employees, who fall into any of the following sub-classes composed of and defined as
3 follows:

4 (a) **Failure To Pay All Wages Earned (Flat Rate/Off The Clock) Sub-class:**

5 All current and former non-exempt employees, who worked for Defendant in the State of California
6 at any time during the period commencing four (4) years prior to the filing of this Complaint until
7 the date Notice of Class Certification is mailed and were not compensated for all hours worked due
8 to Defendant's policy and practice of paying no more than forty (40) hours per week;

9 (b) **Failure To Pay All Wages Earned (Meal Periods) Sub-class:**

10 All current and former non-exempt employees, who worked for Defendant in the state of California at any time
11 during the period commencing four (4) years prior to the filing of this Complaint until the date
12 Notice of Class Certification is mailed and were not compensated for all hours worked due to
13 Defendant's practice of requiring employees to work through meal periods and automatically
14 deducting thirty (30) minutes of time from wages paid;

15 (c) **Unpaid Wages (Minimum Wage) Sub-Class:**

16 All current and former non-exempt employees who worked for Defendant in the State of California at any time during the
17 period commencing four (4) years prior to the filing of this Complaint until the date Notice of Class
18 Certification is mailed and were not paid at least the applicable minimum wage for all hours
19 worked;

20 (d) **Unpaid Wages (Overtime/Double Time) Sub-class:**

21 All current and former non-exempt employees who worked for Defendant in the State of California at any time
22 during the period commencing four (4) years prior to the filing of this Complaint until the date
23 Notice of Class Certification is mailed and were not paid all overtime and/or double time wages
24 earned;

25 (e) **Meal Period Sub-class:**

26 All current and former non-exempt employees who
27 worked for Defendant in the State of California at any time during the period commencing four (4)
28 years prior to the filing of this Complaint until the date Notice of Class Certification is mailed and
were not provided legally compliant initial meal periods for a work period of five (5) or more hours

1 and/or subsequent meal periods for a work period of ten (10) or more hours;

2 (f) **Rest Break Sub-class:** All current and former non-exempt employees who
3 worked for Defendant in the State of California at any time during the period commencing four (4)
4 years prior to the filing of this Complaint until the date Notice of Class Certification is mailed and
5 were not authorized and permitted to take all legally required rest breaks;

6 (g) **Wage Statement Sub-class:** All current and former non-exempt employees
7 who worked for Defendant in the State of California during the period commencing one (1) year
8 prior to the filing of this Complaint until the date Notice of Class Certification is mailed and were
9 not furnished accurate, itemized wage statements as required by California Labor Code section
10 226(a);

11 (h) **Waiting Time Sub-class:** all former non-exempt employees who worked
12 for Defendant in the State of California during the period commencing three (3) years prior to the
13 filing of this Complaint until the date Notice of class Certification is mailed and were not paid all
14 wages owed at the time of voluntary or involuntary separation from employment.

15 (i) **UCL Sub-class:** All current and former non-exempt employees who worked
16 for Defendant in the State of California at any time during the period commencing four (4) years
17 prior to the filing of this Complaint until the date Notice of Class Certification is mailed and are
18 entitled to restitution for Defendant's unlawful business practices, including, but not limited to,
19 failure to pay all wages earned, failure to pay minimum wages, failure to pay overtime and/or
20 double time wages, improper deductions from wages, failure to provide lawful meal periods, failure
21 to authorize and permit lawful rest breaks.

22 25. The members of the proposed Class and Sub-classes, and each of them, are so
23 numerous that joinder of all members would be unfeasible and not practicable. The membership
24 of the entire Class is unknown to Plaintiff at this time, however, the class is estimated to be greater
25 than one hundred (100) individuals and the identity of the class membership is readily ascertainable
26 by inspection of Defendant's payroll and personnel records.

27 26. Plaintiff has been, at all material times, a member of the Class and each Sub-Class.
28 Plaintiff is qualified to, and will, fairly and adequately represent the interests of each class member

1 with whom there is a shared, well-defined, community of interests. Plaintiff's claims are typical of
2 all class members' claims as they arise out of the same course of conduct and are predicated on the
3 same violations of law.

4 27. There are questions of law and fact as to the class and sub-classes which
5 predominate over questions affecting only individual members including, without limitation:

6 (a) Whether Defendant failed to pay Class Members for all hours worked at
7 either their regular rate of pay or the applicable minimum wage;

8 (b) Whether Defendant failed to pay Class Members all overtime and/or double
9 time wages owed under the California Labor Code and the California Industrial Welfare
10 Commission's Wage Orders, and all other applicable employment laws and regulations;

11 (c) Whether Defendant complied with wage reporting as required by the
12 California Labor Code, including, but not limited to, California Labor Code section 226(a);

13 (d) Whether Defendant's conduct was willful or reckless;

14 (e) Whether Defendant engaged in unfair business practices in violation of
15 California Business and Professions Code section 17200, et seq.; and

16 (f) The appropriate amount of damages, restitution, and/or monetary penalties
17 resulting from Defendant's violations of California law.

18 28. The Court should permit this action to be maintained as a class action pursuant to
19 California Code of Civil Procedure section 382, because:

20 (a) Questions of law and fact common to the Class predominate over any
21 questions affecting individual members;

22 (b) The Class Action mechanism is superior to any other available method for
23 the fair and efficient adjudication of the claims of the members of the Class;

24 (c) The members of the Class are so numerous that it is impractical to bring all
25 members of the Class before the Court;

26 (d) Plaintiff, and the other members of the Class, will not be able to obtain
27 effective and economic legal redress unless the action is maintained as a class action;

28 (e) There is a community of interest in obtaining appropriate legal and equitable

1 relief for the statutory violations, and in obtaining adequate compensation for the damages and
2 injuries for which Defendant is responsible in an amount sufficient to adequately compensate the
3 members of the Class for the injuries sustained;

4 (f) Without Class Certification, the prosecution of separate actions by
5 individual members of the Class would create a risk of:

6 (i) Inconsistent or varying adjudications with respect to individual
7 members of the Class which would establish incompatible standards of conduct for Defendant;
8 and/or

9 (ii) Adjudications with respect to the individual members which would,
10 as a practical matter, be dispositive of the interests of other members not parties to the adjudications,
11 or would substantially impair or impede their ability to protect their interests, including, but not
12 limited to, the potential for exhausting the funds available from those parties who are, or may be,
13 responsible for Defendant; and

14 (g) Defendant has acted or refused to act on grounds generally applicable to the
15 Class, thereby making final injunctive relief appropriate with respect to the Class and each Sub-
16 class as a whole.

17 **FIRST CAUSE OF ACTION**

18 **(Failure to Pay All Wages Earned for All Hours Worked – Against all Defendants)**

19 29. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 27 as
20 though fully set forth herein.

21 30. California Labor Code section 204(a) provides that all wages earned by any person
22 in any employment are due and payable twice during each calendar month, on days designated in
23 advance by the employer as the regular paydays.

24 31. At all times relevant to this action, Defendant violated California Labor Code
25 section 204 by failing to compensate Plaintiff and the Class for all hours worked as a result of
26 Defendant's practices of paying non-exempt employees no more than forty (40) hours per week
27 and requiring non-exempt employees to work through meal periods while simultaneously deducting
28 thirty minutes of pay from their wages.

32. Defendant acted intentionally, oppressively, and maliciously toward Plaintiff and the Class, with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing them injury.

33. As a proximate cause of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed, penalties, including penalties available pursuant to California Labor Code section 558, plus interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section 218.5.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wage – Against all Defendants)

34. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 33 as though fully set forth herein.

35. California Labor Code section 1194 authorizes employees who received less than the legal minimum wage to recover the unpaid balance of minimum wages owed, interest, reasonable attorney's fees, and costs of suit.

36. At all times relevant to this action, Defendant failed to pay at least the applicable minimum wage for all hours worked as a result of Defendant's practices of "rounding" non-exempt employee hours and requiring uniformed staff to don their uniforms on Defendant's premises before clocking in for their shift.

37. Defendant acted intentionally, oppressively, and maliciously toward Plaintiff and the Class, with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing them injury.

38. As a proximate cause of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed, penalties, including penalties available pursuant to California Labor Code sections 558 and 1197.1(a)(1-2), liquidated damages pursuant to California Labor Code section 1194.2(a), plus

1 interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section
2 1194, et seq.

3 **THIRD CAUSE OF ACTION**

4 **(Failure to Pay Overtime Wages – Against all Defendants)**

5 39. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 38 as
6 though fully set forth herein.

7 40. California Labor Code section 510 requires an employer to compensate its
8 employees at a rate of no less than one and one-half (1.5) times their regular rate of pay for any
9 work: in excess of eight (8) hours in one (1) workday, in excess of forty (40) hours in any one (1)
10 workweek, and during the first eight (8) hours worked on the seventh (7th) day of work in any one
11 (1) workweek.

12 41. California Labor Code section 510 requires an employer to compensate its
13 employees at a rate of no less than two (2) times their regular rate of pay for any work: in excess of
14 twelve (12) hours in one (1) workday, and in excess of eight (8) hours on the seventh (7th) day of
15 work in any one (1) workweek.

16 42. At all times relevant herein, Plaintiff and the Class worked hours in excess of eight
17 (8) hours in one (1) workday, in excess of forty (40) hours in any one (1) workweek, and/or during
18 the first eight (8) hours worked on the seventh (7th) day of work in any one (1) workweek, without
19 receiving compensation at a rate of no less than one and one-half (1.5) times their regular rate of
20 pay.

21 43. At all times relevant herein, Plaintiff and the Class worked hours in excess of twelve
22 (12) hours in one (1) workday and in excess of eight (8) hours on the seventh (7th) day of work in
23 any one (1) workweek, without receiving compensation at a rate of no less than two (2) times their
24 regular rate of pay.

25 44. Defendant acted intentionally, oppressively, and maliciously toward Plaintiff and
26 the Class, with a conscious disregard of their rights, or the consequences to them, with the intent of
27 depriving them of property and legal rights and otherwise causing them injury.

28 45. As a proximate cause of the aforementioned violations, Plaintiff and the Class have

1 been damaged in an amount according to proof at time of trial, but in an amount in excess of the
2 jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages
3 owed, penalties, including penalties available pursuant to California Labor Code section 558, plus
4 interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section
5 1194, et seq.

6 **FOURTH CAUSE OF ACTION**

7 **(Failure to Provide Meal Periods – Against all Defendants)**

8 46. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 45 as
9 though fully set forth herein.

10 47. At all times relevant herein, the applicable IWC Wage Order and California Labor
11 Code sections 226.7 and 512(a) were applicable to Plaintiff and the Class Members.

12 48. At all times set forth herein, California Labor Code section 226.7 provided and
13 provides that no employer shall require an employee to work during any lawfully mandated meal
14 period.

15 49. At all times set forth herein, California Labor Code section 512(a) provided and
16 provides that an employer may not require, cause, or permit an employee to work for a period of
17 more than five (5) hours per day without providing the employee with an uninterrupted meal period
18 of not less than thirty (30) minutes, except that if the total work period per day is not more than six
19 (6) hours, the meal period may be waived by mutual consent of both the employer and the
20 employee.

21 50. At all times set forth herein, California Labor Code section 512(a) further provided
22 and provides that an employer may not employ an employee for a work period of more than ten
23 (10) hours per day without providing the employee with a second meal period of not less than thirty
24 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second
25 meal period may be waived by mutual consent of the employer and the employee, only if the first
26 meal period was not waived.

27 51. At all times relevant herein, Plaintiff and the Class have worked more than five (5)
28 hours in a workday.

1 52. At all times relevant herein, Plaintiff and the Class have worked more than ten (10)
2 hours in a workday.

3 53. Defendant failed to provide Plaintiff and the members of the Class with
4 uninterrupted, work-free, thirty (30) minute meal periods for shifts in excess of five (5) hours
5 worked per day and failed to compensate employees for missed initial meal periods as required by
6 law.

7 54. Defendant failed to provide Plaintiff and the members of the Class with a second
8 uninterrupted, work-free, thirty (30) minute meal period for shifts in excess of ten (10) hours
9 worked per day and failed to compensate them for missed subsequent meal periods as required by
10 law.

11 55. During the relevant time period, Defendant willfully required Plaintiff and the Class
12 to work during meal periods and failed to compensate Plaintiff and the Class for work performed
13 during meal periods.

14 56. During the relevant time period, Defendant failed to pay Plaintiff and the Class the
15 full meal period premium due pursuant to California Labor Code Section 226.7.

16 57. Defendant's conduct violates California Labor Code sections 226.7 and 512(a).

17 58. Pursuant to California Labor Code Section 226.7, Plaintiff and the Class are entitled
18 to recover from Defendant one (1) additional hour of pay at the employees' regular hourly rate of
19 compensation for each work day that the meal period was not provided.

20 59. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
21 been damaged in an amount to be determined at trial, but in an amount in excess of the jurisdiction
22 of this Court.

23 60. As a proximate cause of the aforementioned violations, Plaintiff and the Class
24 have been damaged in an amount to be determined at trial, but in an amount in excess of the
25 jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of
26 wages owed, penalties, including penalties available pursuant to California Labor Code sections
27 226.7 and 558, plus interest.
28

FIFTH CAUSE OF ACTION

(Failure to Provide Rest Breaks – Against all Defendants)

61. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 60 as though fully set forth herein.

62. At all times relevant herein, the applicable IWC Wage Order and California Labor Code section 226.7 was applicable to Plaintiff and the Class Members.

63. At all times set forth herein, California Labor Code section 226.7 provided and provides that employers may not require their employees to work during a legally mandated rest period.

64. At all times set forth herein, the applicable IWC Wage Order required and requires every employer subject to the Wage Orders to authorize and permit rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

65. California Labor Code section 226.7 further provides that if an employer fails to provide an employee with a legally mandated rest period, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

66. At all times relevant herein, Plaintiff and the Class have regularly worked shifts of a length of four (4) hours or a major fraction thereof or longer.

67. Defendant failed to authorize and permit Plaintiff and the members of the Class to take rest periods as required by law and failed to compensate employees for paid rest breaks.

68. During the relevant time period, Defendant failed to pay Plaintiff and the Class the full rest period premium due pursuant to California Labor Code section 226.7.

69. Defendant's conduct violates California Labor Code section 226.7.

70. Pursuant to California Labor Code section 226.7, Plaintiff and the Class are entitled to recover from Defendant one (1) additional hour of pay at the employees' regular hourly rate of compensation for each work day that a rest period was not provided.

71. As a proximate cause of the aforementioned violations, Plaintiff and the Class have been damaged in an amount to be determined at trial, but in an amount in excess of the jurisdiction

1 of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed,
2 penalties, including penalties available pursuant to California Labor Code sections 226.7 and 558,
3 plus interest.

4 **SIXTH CAUSE OF ACTION**

5 **(Failure to Provide Accurate, Itemized Wage Statements – Against all Defendants)**

6 72. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 71 as
7 though fully set forth herein.

8 73. California Labor Code section 226(a) provides that every employer shall, semi-
9 monthly or at the time of each payment of wages, furnish each of his or her employees, either as a
10 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
11 wages are paid by personal check or cash, an accurate itemized statement in writing showing gross
12 wages earned.

13 74. Plaintiff is informed and believes, and based thereon alleges, that throughout the
14 relevant time period, Defendant repeatedly failed to furnish Plaintiff and the Class with accurate,
15 itemized wage statements in writing showing all hours worked, all wages earned, and applicable
16 rates of pay.

17 75. As a result of Defendant's conduct, Plaintiff and the Class have been damaged and
18 are entitled to recover, for each member of the Class, the greater of actual damages or \$50.00 for
19 the initial pay period in which a violation occurred and \$100.00 for each violation in a subsequent
20 pay period, not exceeding an aggregate penalty of \$4,000.00, in an amount to be determined at trial.

21 76. In addition, as a direct result of the conduct of Defendant, and each of them, as set
22 forth above, Plaintiffs and the members of the Class were forced to incur substantial attorney's fees
23 and costs which are recoverable under California Labor Code section 226(e) in an amount to be
24 determined at trial.

25 **SEVENTH CAUSE OF ACTION**

26 **(Failure to Maintain Records – Against All Defendants)**

27 77. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 76 as
28 though fully set forth herein.

1 78. California Labor Code section 1174(d) provides that every employer shall keep,
2 for no less than three (3) years, payroll records showing meal periods, the accurate hours worked
3 daily by and the wages paid to employees.

4 79. Plaintiff was employed by Defendant as a non-exempt employee.

5 80. However, throughout this time period, Defendant repeatedly failed, and continues
6 to fail, to maintain full, complete, and accurate payroll records showing the hours that Plaintiff
7 and the members of the Class actually worked, meal periods, and the total wages that they were
8 paid.

9 81. As such, Plaintiff and the members of the Class are entitled to recover civil
10 penalties from Defendant pursuant to California Labor Code section 1174.5.

11 **EIGHTH CAUSE OF ACTION**

12 **(Failure to Pay All Wages Upon Termination – Against all Defendants)**

13 82. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 81 as
14 though fully set forth herein.

15 83. Pursuant to California Labor Code sections 201-203, if an employer discharges an
16 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

17 84. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
18 members of the Class resigned or were terminated from their employment with Defendant and have
19 not received compensation for all wages owed at the time of termination.

20 85. Defendant, however, willfully failed to pay members of the Class all wages that
21 were due and owed within the time limits set forth in California Labor Code sections 201-203.

22 86. Therefore, Plaintiff and the Class are entitled to restitution and penalties as provided
23 by California Labor Code section 203.

24 87. In addition, on the occasions that Defendant did pay waiting time penalties to
25 Plaintiff and the members of the Class, Defendant failed to properly calculate waiting time penalties
26 using the employees' regular rate of compensation for the payment of the penalties. As such,
27 Plaintiff and the members of the Class are entitled to receive the full amount of waiting time
28 penalties required by law.

1
2 **NINTH CAUSE OF ACTION**

3 **(Violation of California Business and Professions Code Section 17200**

4 **Unfair Business Practice – Against All Defendants)**

5 88. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 87 as
6 though fully set forth herein.

7 89. California Business and Professions Code section 17200, et seq., prohibits acts of
8 unfair competition which means and includes “any unlawful, unfair, or fraudulent business act or
9 practice.”

10 90. Within the four (4) years preceding the filing of this action, Defendant has engaged
11 in unlawful, unfair, and/or fraudulent business acts and/or practices by engaging in the conduct set
12 forth above. These business acts and practices violated numerous provisions of the law, including,
13 but not limited to, the California Labor Code, California Wage Orders, and California public policy.
14 Plaintiff reserves the right to identify additional violations of law as further investigation warrants.

15 91. Defendant’s acts and practices, as detailed above, constitute acts of unfair
16 competition. Defendant has engaged in an unlawful, unfair, and/or fraudulent business act and/or
17 practices within the meaning of California Business and Professions Code section 17200, et seq.

18 92. By reason of Defendant’s fraudulent, deceptive, unfair, and other wrongful conduct,
19 as alleged herein, Defendant has violated California Business and Professions Code section 17200,
20 et seq., by consummating an unlawful, unfair, and fraudulent business practice designed to deprive
21 Plaintiff, the members of the Class, and members of the general public of their legal rights.

22 93. Such conduct is ongoing and continues to this date.

23 94. By reason of the foregoing, Plaintiff, the Class, and members of the general public
24 have suffered, and continue to suffer, damages, and are therefore entitled to the relief available
25 under California Business and Professions Code section 17200, et seq., including, but not limited
26 to, restitution, disgorgement, and injunctive relief.

27 95. As such, Plaintiff, on behalf of herself, the Class, and the general public, seeks a
28 temporary, preliminary, and/or permanent order from this Court prohibiting Defendant from

1 continuing to engage in the unlawful, unfair, and/or fraudulent business acts or practices set forth
2 in this Complaint, in addition to disgorgement and restitution by Defendant to all persons with a
3 vested interest therein who have been adversely affected by the practices at issue.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of California Labor Code Section 2698, et seq. (PAGA) – Against all Defendants)**

6 96. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 95 as
7 though fully set forth herein.

8 97. California Labor Code section 2698, et seq., the Private Attorneys General Act
9 (“PAGA”), allows an aggrieved employee to bring suit against an employer for violations of most
10 California Labor Code provisions, including, but not limited to, violations of California Labor
11 Code sections 201-203, 204, 226(a), 510, 558, 1194, 1197, 1197.1, and 1198. By virtue of
12 Defendant’s numerous violations of the California Labor Code as against Plaintiff as described
13 herein, Plaintiff is an aggrieved employees as defined in California Labor Code section 2698, et
14 seq.

15 98. Defendant’s acts constitute an ongoing unlawful activity prohibited by the
16 California Labor Code, and, therefore, these acts constitute violations of the PAGA.

17 99. Plaintiff has provided notice of these violations pursuant to California Labor Code
18 section 2699.3 and has specifically asked the CLWDA if it intends to investigate the alleged
19 violations. See Exhibit A attached hereto. Plaintiff did not receive a response back from the
20 CLWDA within the time limits outlined in California Labor Code section 2699.3 with notification
21 that it intends to investigate the alleged violations, and thus, Plaintiff is entitled to prosecute his
22 PAGA claims under California Labor Code section 2699, et seq.

23 100. Defendant’s conduct of violating the California Labor Code constitutes violations
24 of the PAGA.

25 101. Therefore, Plaintiff requests penalties against Defendant under the provisions of
26 PAGA section 2699(f).

27 102. The proper measure of damages and penalties under the PAGA is all aggrieved
28 employees, whether a party to this action or not. Further, this claim needs no certification to

1 proceed with class-wide recovery. See Arias v. Superior Court, 46 Cal. 4th 969, 970-975 (2009).

2 103. Further, as a direct and proximate result of the conduct of Defendant, as set forth
3 above, Plaintiff was forced to incur substantial attorney's fees and costs which are recoverable
4 under California Labor Code Section 2699(g)(1).

5 104. Accordingly, Plaintiff and all aggrieved employees respectfully request that the
6 Court award judgment and relief in their favor as described herein.

7 WHEREFORE, Plaintiff prays for judgment against Defendant and DOES 1 through 100,
8 inclusive, and each of them, jointly and severally, as follows:

9 **ON THE FIRST CAUSE OF ACTION (FAILURE TO PAY WAGES):**

- 10 1. That the Court declare, adjudge, and decree that Defendant violated California Labor
11 Code section 204;
- 12 2. For wages and such general and special damages as may be appropriate;
- 13 3. For pre-judgment interest on any unpaid compensation commencing from the date
14 such amounts were due until paid in full; and
- 15 4. For reasonable attorneys' fees and for costs of suit incurred herein.

16 **ON THE SECOND CAUSE OF ACTION (MINIMUM WAGE):**

- 17 1. That the Court declare, adjudge, and decree that Defendant violated California Labor
18 Code sections 1194(a) and 1197;
- 19 2. For unpaid minimum wages and such general and special damages as may be
20 appropriate;
- 21 3. For pre-judgment interest on any unpaid compensation commencing from the date
22 such amounts were due until paid in full;
- 23 4. For liquidated damages in an amount equal to the minimum wages unlawfully
24 withheld pursuant to California Labor Code section 1194.2(a);
- 25 5. For civil penalties pursuant to California Labor Code section 1197.1(a)(1-2);
- 26 6. For civil penalties pursuant to California Labor Code section 558; and
- 27 7. For reasonable attorneys' fees and for costs of suit incurred herein.

28 **ON THE THIRD CAUSE OF ACTION (OVERTIME/DOUBLE TIME):**

1. That the Court declare, adjudge, and decree that Defendant violated California Labor Code sections 510, 1194(a), and 1198;
2. For unpaid overtime and/or double time wages and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due until paid in full;
4. For civil penalties pursuant to California Labor Code section 558; and
5. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE FOURTH CAUSE OF ACTION (MEAL PERIODS):

1. That the Court declare, adjudge, and decree that Defendant violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and Class members;
2. That the Court make an award to Plaintiff and Class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
3. For all actual, consequential, and incidental losses and damages, according to proof;
4. For premiums pursuant to California Labor Code section 226.7(c);
5. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
6. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE FIFTH CAUSE OF ACTION (REST BREAK):

1. That the Court declare, adjudge, and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to authorize and permit all rest periods (including second rest periods) to Plaintiff and Class members;
2. That the Court make an award to Plaintiff and Class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period

was not provided during the Class Period;

3. For all actual, consequential, and incidental losses and damages, according to proof;
4. For premiums pursuant to California Labor Code section 226.7(c);
5. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
6. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE SIXTH CAUSE OF ACTION (WAGE STATEMENTS):

1. That the Court declare, adjudge, and decree that Defendant violated California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and Class members, and willfully failed to provide accurate, itemized wage statements thereto;
2. For all actual, consequential, and incidental losses and damages according to proof;
3. For statutory penalties pursuant to California Labor Code section 226(e);
4. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and
5. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE SEVENTH CAUSE OF ACTION (RECORD KEEPING):

1. That the Court declare, adjudge, and decree that Defendant violated California Labor Code section 1174(d) by failing to maintain full, complete, and accurate payroll records; and
2. For civil penalties in the amount of \$500.00 for and to Plaintiff and all Class members pursuant to California Labor Code section 1174.5.

ON THE EIGHTH CAUSE OF ACTION (WAITING TIME PENALTIES):

1. That the Court declare, adjudge, and decree that Defendant violated California Labor Code sections 201, 202, and 203 and is subject to penalties pursuant to California Labor Code section 203;
2. For an award of penalties pursuant to California Labor Code section 203 to Plaintiff and all Class members in an amount to be determined at trial; and
3. That the Court make an award to Plaintiff and Class members equal to the difference

1 between the correctly calculated waiting time penalties amount owed and the
2 amount of waiting time penalties actually paid by Defendant.

3 **ON THE NINTH CAUSE OF ACTION (UNFAIR BUSINESS PRACTICE):**

- 4 1. For restitution of all profits and gains resulting from Defendant's unfair, unlawful,
5 and/or fraudulent business acts and/or practices to Plaintiff and all persons with a
6 vested interest therein who have been adversely affected by the practices at issue;
- 7 2. For an injunction permanently enjoining Defendant from continuing to engage in
8 any further acts of unfair, unlawful, and/or fraudulent business acts and/or practices;
9 and
- 10 3. For reasonable attorneys' fees and for costs of suit incurred herein.

11 **ON THE TENTH CAUSE OF ACTION (PAGA):**

- 12 1. That the Court impose penalties against Defendant on behalf of Plaintiff and all
13 aggrieved employees according to the Private Attorneys General Act ("PAGA");
14 and
- 15 2. For reasonable attorneys' fees and for costs of suit incurred herein.

16 **AS TO ALL CAUSES OF ACTION:**

- 17 1. For an award of reasonable attorneys' fees, costs, expert costs, and expenses
18 pursuant to statutory and common law; and
- 19 2. For such other and further relief as this Court may deem just, fair, and proper.

20 DATED: March 18, 2021

21 Respectfully Submitted,
22 BARKHORDARIAN LAW FIRM, PLC

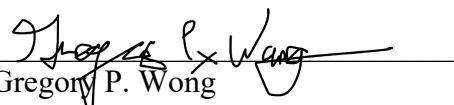
23 
24 Gregory P. Wong
25 Attorneys for Plaintiff Leopoldo Rodriguez
26 on behalf of himself and all others similarly
27 situated
28

Exhibit A

BARKHORDARIAN
— L A W F I R M —

6047 Bristol Parkway
Culver City, CA 90230
t. 323.450.2777 f. 323.594.8227

February 12, 2020

VIA ELECTRONIC SUBMISSION
VIA CERTIFIED MAIL TO OPPOSING PARTY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Re: Leopoldo Rodriguez v. Golden Leaf Landscape Care, Inc.
PAGA Notice Pursuant to California Labor Code section 2699.3, et seq.

Dear Sir/Madam:

This firm represents Leopoldo Rodriguez (hereinafter “Plaintiff”) and all other aggrieved employees who intend to file a claim against Golden Leaf Landscape Care, Inc. (hereinafter “Defendant”) with regard to violations of the California Labor Code committed by Defendant. This letter shall serve as notice, and a request, pursuant to California Labor Code section 2699.3, et seq. (Private Attorneys General Act of 2004 (hereinafter “PAGA”)), that your agency investigate the alleged violations by Defendant described herein against Plaintiff and other current and/or former employees. If the agency does not intend to investigate the alleged violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Alleged to Have Been Violated

The above-mentioned civil action will be brought by Plaintiff against Defendant for violations of California Labor Code sections, 201 through 204, 226, 226.7, 510, 512, 1194(a), and 1198.

Facts and Theories in Support of Alleged Violations

Defendant is a California Corporation based in Woodland Hills, California. Defendant is landscaping company that provides services including ground maintenance, landscape design, landscaping installation, and irrigation/sprinkler systems to residential and commercial customers through Los Angeles County, including Malibu, Beverly Hills and the San Fernando Valley. Throughout the relevant time period, Defendant employed Plaintiff and other aggrieved workers in the State of California.

Plaintiff worked for Defendant during the relevant time period as a landscape/gardening/driver. Plaintiff was classified by Defendant as a non-exempt employee and paid on an hourly basis. Plaintiff was entitled to rest periods, meal periods, and payment of minimum, regular and overtime compensation pursuant to the California Labor Code. However, throughout Plaintiff’s employment with Defendant, he was the victim of unlawful, uniform and systematic practices that resulted in continual violation of rights owed to Plaintiff and Defendant’s other aggrieved employees as follows:

Flat Rate of Pay/Off-The-Clock: Throughout the relevant time period, Plaintiff and the members of the class regularly worked shifts of at least 9.5 hours in length, five (5) days per week. Despite the long hours worked by Plaintiff and the Class, Defendant maintained a uniform policy and practice of paying Plaintiff and the Class Members for no more than forty (40) hours of work per week. As a result, during every pay period, Defendant failed to pay Plaintiff and the Class Members for all hours worked as required under California law. Working through Meal Periods and Rest Breaks: Plaintiff is informed and believes, and thereon alleges, that Defendant maintained a policy and practice of requiring non-exempt employees to work through mandatory meal periods and rest breaks.

Failure to Pay Overtime (Labor Code section 510): Plaintiff is informed and believes, and based thereon alleges, that during the period relevant to Plaintiff's intended action, Defendant did not pay its non-exempt employees one and one-half (1.5) their normal rate of pay for hours worked past eight (8) hours in one day and/or forty (40) hours in one workweek. Instead, Defendant paid non-exempt employees their base pay for all hours worked past eight (8) hours in one day and/or forty (40) hours in one workweek.

Failure to Provide Accurate Wage Statements (Labor Code section 226): Plaintiff is informed and believes, and based thereon alleges, that during the period relevant to Plaintiff's intended action, Defendant did not provide accurate wage statements showing (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Because Defendant wrongfully limited hours of pay to a flat rate of no more than forty (40) hours in a week, the wage statements issued by Defendant to Plaintiff and Members of the Class did not provide an accurate showing of gross wages earned, total hours worked by the employee, deductions, net wages earned, the address of the legal entity that is the employer, 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.

Failure to Pay Rest Period Premiums (Labor Code section 226.7): Plaintiff is informed and believes, and based thereon alleges, that during the period relevant to Plaintiff's intended action, Defendant did not provide employees with rest periods and failed to compensate employees one additional hour of pay at the employees' regular rate of compensation for each workday that the rest period was not provided. Defendant did not maintain a rest break policy, Plaintiff was not provided with an opportunity to take rest breaks during his workday, and Defendant had no processes in place and, in fact, never paid rest break premiums to Plaintiff.

Failure to Pay Meal Period Premiums (Labor Code sections 226.7 and 512(a)): Plaintiff is informed and believes, and based thereon alleges, that during the period relevant to Plaintiff's intended action, Defendant did not provide employees with a meal period of not less than 30 minutes for each work period of more than five hours per day, and failed to compensate employees one additional hour of pay at the employees' regular rate of compensation for each workday that the rest period was not provided. Defendant did not maintain a formal meal period policy, Plaintiff's meal periods were regularly skipped, late or short, and Defendant had no processes in place and, in fact, never paid meal period premiums to Plaintiff.

Failure to Pay All Wages Due Upon End of Employment (Labor Code section 201 and 202): Plaintiff is informed and believes, and based thereon alleges, that during the period relevant to Plaintiff's

intended action, Defendant did not pay all wages due to employees when the employment relationship ended. Because Defendant did not pay Plaintiff and other aggrieved employees applicable overtime wages and failed to pay Plaintiff and Members of the Class rest and meal period premiums, those wages were due and owing to Plaintiff and other aggrieved employees at the time of termination or within 72 hours of resignation. Plaintiff was not compensated for all wages due upon his termination and is informed and believes, and based thereon alleges, that other aggrieved employees were also not compensated for all wages due as required by the Labor Code.

Related Penalties (Labor Code sections): As a result of Defendant's violations related to its failure to pay overtime, failure to pay all wages due upon termination, and failure to pay rest and meal period premiums, Plaintiff and the other aggrieved employees are entitled to recovery of penalties, including penalties for failure to provide accurate wage statements (L.C. 226); waiting time penalties (L.C. 204); and civil penalties pursuant to California Labor Code section 2699(f)(2).

Plaintiff alleges that Defendant has violated the California Labor Code by:

- (a) Failing to pay mandatory overtime and/or double time wages;
- (b) Failing to provide mandatory rest periods;
- (c) Failing to provide mandatory meal periods;
- (d) Failing to pay one (1) hour of wages to aggrieved employees who were not provided with legally compliant rest periods;
- (e) Failing to pay one (1) hour of wages to aggrieved employees who were not provided with legally compliant meal periods;
- (f) Failing to maintain full, complete, and accurate payroll records, including an accurate accounting of all hours worked.; and
- (g) Failing to pay all wages earned upon termination.

Plaintiff alleges that during the relevant period, Defendant's conduct resulted in systematic violations of California Labor Code sections 201 through 204, 226, 226.7, 510, 512, 1174, 1194(a), 1197, and 1198.

CONCLUSION

We provide notice pursuant to California Labor Code section 2699.3 of the Private Attorneys General Act of 2004, and specifically ask that your agency conduct an investigation as to the alleged violations described herein; or, in the alternative, if the agency does not intend to investigate the alleged violations, we ask that you issue an immediate notification letter to our office confirming the same so that we may proceed with our civil action with regard to the PAGA claims described herein against Defendant.

RE: Rodriguez v. Golden Leaf Landscape Care, Inc.

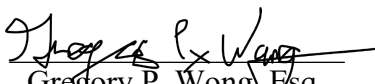
February 12, 2020

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If you require anything further and/or have any questions, please do not hesitate to contact me. Nothing in this letter is intended to be, nor should be construed as, an admission against the interests of Plaintiffs, and/or other current and/or former employees, and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Respectfully,

Barkhordarian Law Firm

By: 
Gregory P. Wong, Esq.

Cc: James Anthony Rodriguez
Registered Agent – Golden Leaf Landscape Care, Inc.
22701 Brenford Street
Woodland Hills, CA 91364
(via Certified Mail Only)