



Kevin Mahoney, Esq.  
(562) 590-5550 phone  
(562) 590-8400 fax  
kmahoney@mahoney-law.net

August 10, 2020

**Via Certified Electronic Mail**

LABOR AND WORKFORCE DEVELOPMENT AGENCY

[PAGAfilings@dir.ca.gov](mailto:PAGAfilings@dir.ca.gov)

**Via Certified Mail # 7019 2970 0000 2983 5141**

**Return Receipt Requested**

Agent for Service of Process  
Virginia Cespedes  
27505 Trail Ridge Road  
Canyon Country, CA 91787

**Via Certified Mail # 7019 2970 0000 2983 5158**

**Return Receipt Requested**

International Environmental Corporation  
16654 Soledad Canyon Road #526  
Canyon Country CA 91387

***Re: Erazo Reyes v. International Environmental Corporation***

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency and International Environmental Corporation

From: Erazo Reyes, on behalf of himself and other aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

**Factual Statement**

Please note that this firm, Mahoney Law Group, APC, represents the interests of : Erazo Reyes ("Mr. Reyes" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

### **Theories of Labor Code Violations and Remedies**

International Environmental Corporation (herein after “IEC” or “Employer”) is a company providing landscaping services. Mr. Reyes was an hourly, non-exempt employee for.

Mr. Reyes alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802 by failing to provide Mr. Reyes and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide lawful meal and rest periods, failing to pay necessary business expenses, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Mr. Reyes and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employers in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

#### **A. IEC Failed to Provide Mr. Reyes and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law**

Mr. Reyes alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Mr. Reyes and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11<sup>th</sup> hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4<sup>th</sup> 1004, 1041-42.) Generally, when meal periods were provided, they were provided late, and Mr. Reyes and other aggrieved employees would simply quickly eat between jobs if at all. Employers sometimes required Mr. Reyes and other aggrieved employees to manipulate their time records to make them appear as if a meal break was received even if the employee had no meal break. When employees failed to receive their meal break, they did not receive premium pay as compensation for the missed meal break.

Mr. Reyes further alleges that he and other aggrieved employees often did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Mr. Reyes and other aggrieved employees were generally precluded from taking rest periods due to Employers’ failure to sufficiently staff shifts to provide relief and thereby allow Mr. Reyes and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Employer’s conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and Wage Order 5.

**B. International Environmental Corporation to Pay Reyes and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law**

Employers failed to pay Mr. Reyes and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Mr. Reyes and other aggrieved employees Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Employer failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed, in violation of California law. Often times, Employee and other aggrieved employees were required to work overtime in excess of eight (8) hours per workday and to work on Saturdays in excess of forty (40) hours per workweek, but were not paid at the proper overtime rate of pay. Instead, Employer has paid them regular rate of pay in cash and failed to include the compensation for overtime work performed on Saturdays in the wage statements. Employer's conduct is in violation of Labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

Employers also failed to pay Mr. Reyes and other aggrieved employees for all overtime and double time hours worked, resulting in overtime violations and minimum wage violations as well.

Employers' conduct is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194, and Wage Order 5.

**C. International Environmental Corporation Failed to Reimburse Mr. Reyes and Other Aggrieved Employees for All Necessary Business Expenditures in Violation of California Law**

Employer also failed to indemnify Employee and aggrieved employees all necessary expenditures incurred in direct discharge of their duties. During the course of employment, Employee and her co-workers were required to incur various business expenses at their own cost, including, but not limited to washing and maintaining the uniforms bearing Employer's logo. Employer failed to provide any reimbursement to Employee and other aggrieved employees for the cost of washing and maintaining the uniforms in violation of Labor Code section 2802.

Employers' failure to provide complete compensation for all necessary business expenditures incurred by Mr. Reyes and other aggrieved employees in direct consequence of their duties to Employers is actionable under PAGA as a violation of Labor Code section 2802, and Wage Order 5.

**D. International Environmental Corporation Failed to Provide Mr. Reyes and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law**

By failing to include on Mr. Reyes's and other aggrieved employees' pay stubs all rest and meal break premium wages, reimbursement for all necessary business expenditures, and full

compensation for all hours worked including overtime, Employers failed to keep accurate payroll records and failed to provide Mr. Reyes and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174, and Wage Order 5, and is actionable under PAGA.

As a further result of Employers' failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, 203, and 204, and Wage Order 5, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

#### **E. Reservation of Rights**

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Reyes becomes aware of additional compensation owed or losses incurred by Mr. Reyes or by any other aggrieved employee of the Employers, Mr. Reyes expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC  
Kevin Mahoney  
249 E. Ocean Blvd., Suite 814  
Long Beach, CA 90802  
Tel: (562) 590-5550  
Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.  
**MAHONEY LAW GROUP, APC**