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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN JOAQUIN

JOSE GARCIA FLORES, as an aggrieved  
employee pursuant to the Private Attorneys  
General Act ("PAGA"), on behalf of the  
State of California and other non-party  
Aggrieved Employees,

Plaintiff,

vs.

NORMAN'S NURSERY, INC., a  
California corporation; and DOES 1  
through 10, inclusive,

Defendants.

Case No.:

STK-CV- UOE -2021- 2804

**COMPLAINT – PAGA ENFORCEMENT  
ACTION**

(1) Claim for Civil Penalties for Violations  
of California Labor Code, Pursuant to  
PAGA, §§ 2698, *et seq.*

**Jury Trial Demanded**

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1 Plaintiff Jose Garcia Flores, as an aggrieved employee and on behalf of the State of  
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General  
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties  
6 and any other available relief on behalf of Plaintiff, the State of California, and other current  
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid  
8 employee and received at least one wage statement and against whom one or more violations  
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating  
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage  
11 Order were committed, as set forth in this complaint, at any time between one year prior to the  
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency  
13 (“LWDA”) in this case on January 22, 2021, until judgment (“non-party Aggrieved  
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed  
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California  
17 Constitution, Article VI, section 10. The statute under which this action is brought does not  
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and  
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
21 California, or otherwise intentionally avail themselves of the California market so as to render  
22 the exercise of jurisdiction over them by the California courts consistent with traditional  
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction  
24 in this action given that the State of California, as the real party in interest in this action, is not  
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,  
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be  
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction  
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants employ persons within the  
3 County of San Joaquin and have violated the requirements of the California Labor Code and  
4 applicable Wage Order in this county which give rise to the penalties sought in this action.  
5 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the  
6 California Labor Code and the applicable Wage Order in at least one location within the  
7 County of San Joaquin, including Defendants' location in Linden (6250 Escalon-Bellota Rd,  
8 Linden, CA 95236). Pursuant to California Civil Code of Procedure section 393, venue is  
9 proper for the recovery of a penalty imposed by statute in the county in which the cause, or  
10 some part of the cause, arose. Because Defendants have employees in San Joaquin County,  
11 and Plaintiff could bring an action filed under PAGA in any county in which an aggrieved  
12 employee worked and Labor Code violations occurred, venue is proper. *Crestwood*  
13 *Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.App.5th 1069 (Cal.  
14 2021).

15 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private  
16 Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private  
17 attorneys general their current or former employers for various civil penalties for violations of  
18 various provisions in the California Labor Code.

## 19 THE PARTIES

20 6. Plaintiff Jose Garcia Flores is a resident of Thermal, in Riverside County,  
21 California. Defendants employed Plaintiff as an hourly paid, non-exempt Laborer from  
22 approximately November 2016 to July 2020. Plaintiff worked for Defendants at their  
23 facilities located in Mecca, California. During his employment, Plaintiff typically worked  
24 eight (8) or more hours per day, six (6) days per week, from 6:00 a.m. to 2:30 p.m. At the  
25 time Plaintiff's employment with Defendants ended, he earned approximately \$13.00 per  
26 hour. His job duties included, without limitation, applying fertilizer and pesticides; and  
27 planting, watering, weeding, and transplanting plants.

28 7. On information and belief, Defendants required some employees, including

1 Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of  
2 their hire or during their employment. On further information and belief, Defendants' dispute  
3 resolution policy and/or arbitration agreement was and is both procedurally and substantively  
4 unconscionable. Specifically, Defendants presented new hires with an "Acuerdos de Arbitrio"  
5 ("Arbitration Agreement") during the onboarding process, which had to be reviewed and  
6 acknowledged immediately. In fact, upon information and belief, the Arbitration Agreement  
7 was one of several documents presented to new employees for signature during the orientation  
8 process, including Acknowledgement of August 2011 Handbook Updates, Safe Work  
9 Practices training materials, and Consent to Conduct Searches and Drug Testing  
10 ("Consentimiento Para Effectuar Registros, Pruebas de Drogas y Supervisar El Lugar de  
11 Trabajo"), among other documents. Also, employees did not have a meaningful opportunity  
12 to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants'  
13 employees for them to sign on a take-it or leave-it basis at the time they were hired, along  
14 with other on-boarding documents. Further, Defendants did not set forth in the agreement or  
15 otherwise provide employees with the rules which will govern the arbitration, instead forcing  
16 employees to seek this information out on their own.

17 8. NORMAN'S NURSERY, INC. was and is, upon information and belief, a  
18 California corporation, and at all times hereinafter mentioned, an employer whose employees  
19 are engaged throughout this county and the State of California.

20 9. Plaintiff is unaware of the true names or capacities of the Defendants sued  
21 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to  
22 amend the complaint and serve such fictitiously named Defendants once their names and  
23 capacities become known.

24 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
25 were the partners, agents, owners, or managers of NORMAN'S NURSERY, INC. at all  
26 relevant times.

27 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
28 acts and omissions alleged herein was performed by, or is attributable to, NORMAN'S

1 NURSERY, INC. and/or DOES 1 through 10 (collectively, “Defendants” or “NORMAN”),  
2 each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert  
3 with, each of the other co-Defendants and was acting within the course and scope of such  
4 agency, employment, joint venture, or concerted activity with legal authority to act on the  
5 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the  
6 official policy of Defendants.

7 12. At all relevant times, Defendants, and each of them, ratified each and every act  
8 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
9 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
10 the damages herein alleged.

11 13. Plaintiff is informed and believes, and thereon alleges, that each of said  
12 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
13 omissions, occurrences, and transactions alleged herein.

#### 14 **PAGA REPRESENTATIVE ALLEGATIONS**

15 14. Defendants are a wholesale nursery catering to landscape contractors, landscape  
16 architects, and certified nurseries, and operate approximately six (6) facilities in California.  
17 Upon information and belief, Defendants maintain a single, centralized Human Resources  
18 (“HR”) department at their corporate headquarters in San Gabriel, California, which is  
19 responsible for the recruiting and hiring of new employees, and communicating and  
20 implementing Defendants’ company-wide policies, including timekeeping policies and meal  
21 and rest period policies, to employees throughout California.

22 15. In particular, Plaintiff and other non-party Aggrieved Employees, on  
23 information and belief, received the same standardized documents and/or written policies.  
24 Upon information and belief, the usage of standardized documents and/or written policies,  
25 including new-hire documents, indicate that Defendants dictated policies at the corporate level  
26 and implemented them company-wide, regardless of their employees’ assigned locations or  
27 positions. Upon information and belief, Defendants set forth uniform policies and procedures  
28 in several documents provided at an employee’s time of hire.

1           16.     Upon information and belief, Defendants maintain a centralized Payroll  
2 department at their corporate headquarters in San Gabriel, California, which processes payroll  
3 for all non-exempt, hourly paid employees working for Defendants at their various locations  
4 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.  
5 Based upon information and belief, Defendants issue the same formatted wage statements to  
6 all non-exempt, hourly paid employees in California, irrespective of their work locations.  
7 Upon information and belief, Defendants process payroll for departing employees in the same  
8 manner throughout the State of California, regardless of the manner in which each employee's  
9 employment ends.

10           17.     Defendants continue to employ non-exempt or hourly paid employees in  
11 California.

12           18.     Plaintiff is informed and believes, and thereon alleges, that at all times herein  
13 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
14 and advisors knowledgeable about California labor and wage law, employment and personnel  
15 practices, and about the requirements of California law.

16           19.     Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other  
17 non-party Aggrieved Employees were not paid for all hours worked because all hours worked  
18 were not recorded.

19           20.     Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
21 meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay  
22 at their regular rates of pay when they were not provided with timely, uninterrupted, thirty  
23 (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were  
24 not provided with all meal periods or payment of one (1) additional hour of pay at their  
25 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal  
26 period.

27           21.     Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment  
2 of one (1) additional hour of pay at their regular rates of pay when they were not authorized  
3 and permitted to take a compliant rest period. In violation of the California Labor Code,  
4 Plaintiff and/or other non-party Aggrieved Employees were not authorized and permitted to  
5 take compliant rest periods, nor did Defendants provide Plaintiff and/or other non-party  
6 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of  
7 pay when they were not authorized and permitted to take a compliant rest period.

8 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
10 receive certain wages for overtime compensation and that they were not receiving certain  
11 wages for overtime compensation.

12 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
14 receive at least minimum wages for compensation and that they were not receiving at least  
15 minimum wages for work that was required to be done off-the-clock. In violation of the  
16 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at  
17 least minimum wages for work done off-the-clock.

18 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
20 receive complete and accurate wage statements in accordance with California law. In  
21 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees  
22 were not provided complete and accurate wage statements.

23 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
24 should have known that they had a duty to maintain accurate and complete payroll records in  
25 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,  
26 and intentionally failed to do so.

27 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 timely payment of wages during their employment. In violation of the California Labor Code,  
2 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,  
3 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period  
4 premiums, within permissible time periods.

5 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
7 timely payment of all wages earned upon termination of employment. In violation of the  
8 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive  
9 payment of all wages due, including, but not limited to, overtime wages, minimum wages,  
10 and/or meal and rest period premiums, within permissible time periods.

11 28. Plaintiff is informed and believe, and thereon alleges, that Defendants knew or  
12 should have known that they had a duty to cover the costs and expenses other non-party  
13 Aggrieved Employees incurred obtaining mandatory examinations and/or drug tests, but  
14 willfully, knowingly, and intentionally failed to do so.

15 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
17 receive reimbursement for all business-related expenses and costs they incurred during the  
18 course and scope of their employment and that they did not receive reimbursement of  
19 applicable business-related expenses and costs incurred.

20 30. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
21 mentioned, Defendants knew or should have known that Defendants had a duty to provide  
22 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms  
23 of their employment with Defendants as required by the California Wage Theft Prevention  
24 Act, but willfully, knowingly, and intentionally failed to do so.

25 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
26 mentioned, Defendants knew or should have known that they had a duty to compensate  
27 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants  
28 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally

1 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees  
2 that they were properly denied wages, all in order to increase Defendants' profits.

3 32. At all times herein set forth, PAGA provides that any provision of law under  
4 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be  
5 assessed and collected by the LWDA for violations of the California Labor Code and  
6 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a  
7 civil action brought on behalf of themselves and other current or former employees pursuant  
8 to procedures outlined in California Labor Code section 2699.3.

9 33. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any  
10 person who was employed by the alleged violator and against whom one or more of the  
11 alleged violations was committed."

12 34. Plaintiff and other current and former employees of Defendants are "aggrieved  
13 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current  
14 or former employees and one or more of the alleged violations were committed against them.

15 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
16 employee, including Plaintiff, may pursue a civil action arising under PAGA after the  
17 following requirements have been met:

- 18 (a) The aggrieved employee shall give written notice by online filing  
19 (hereinafter "Employee's Notice") to the LWDA and by certified mail  
20 to the employer of the specific provisions of the California Labor Code  
21 alleged to have been violated, including the facts and theories to support  
22 the alleged violations.
- 23 (b) An aggrieved employee's notice filed with the LWDA pursuant to  
24 2699.3(a) and any employer response to that notice shall be  
25 accompanied by a filing fee of seventy-five dollars (\$75).
- 26 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the  
27 employer and the aggrieved employee by certified mail that it does not  
28 intend to investigate the alleged violation within sixty (60) calendar

1 days of the postmark date of the Employee's Notice. Upon receipt of  
2 the LWDA Notice, or if the LWDA Notice is not provided within sixty-  
3 five (65) calendar days of the postmark date of the Employee's Notice,  
4 the aggrieved employee may commence a civil action pursuant to  
5 California Labor Code section 2699 to recover civil penalties in addition  
6 to any other penalties to which the employee may be entitled.

7 36. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,  
8 through Plaintiff, may pursue a civil action arising under PAGA for violations of any  
9 provision other than those listed in Section 2699.5 after the following requirements have been  
10 met:

- 11 (a) The aggrieved employee or representative shall give written notice by  
12 online filing to the LWDA and by certified mail to the employer of the  
13 specific provisions of the California Labor Code alleged to have been  
14 violated (other than those listed in Section 2699.5), including the facts  
15 and theories to support the alleged violation.
- 16 (b) An aggrieved employee's notice filed with the LWDA pursuant to  
17 2699.3(c) and any employer response to that notice shall be  
18 accompanied by a filing fee of seventy-five dollars (\$75).
- 19 (c) The employer may cure the alleged violation within thirty-three (33)  
20 calendar days of the postmark date of the notice. The employer shall  
21 give written notice by certified mail within that period of time to the  
22 aggrieved employee or representative and the agency if the alleged  
23 violation is cured, including a description of actions taken, and no civil  
24 action pursuant to Section 2699 may commence. If the alleged violation  
25 is not cured within the 33-day period, the employee may commence a  
26 civil action pursuant to Section 2699.

27 37. On January 22, 2021, Plaintiff provided written notice by online filing to the  
28 LWDA and by certified mail to Defendants of the specific provisions of the California Labor

1 Code alleged to have been violated, including facts and theories to support the alleged  
2 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written  
3 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The  
4 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned  
5 Plaintiff PAGA Case Number LWDA-CM-819453-21. A true and correct copy of Plaintiff's  
6 written notice to the LWDA and Defendants dated January 22, 2021, is attached hereto as  
7 "Exhibit 1."

8 38. As of the filing date of this complaint, over 65 days have passed since Plaintiff  
9 sent the initial LWDA Notice described above, and the LWDA has not responded that it  
10 intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

11 39. Thus, Plaintiff has satisfied the administrative prerequisites under California  
12 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for  
13 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,  
14 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

15 40. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
17 provision regulating hours and days of work in any order of the Industrial Welfare  
18 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty  
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
20 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each  
21 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor  
22 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition  
23 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest  
24 as a private attorney general, seeks assessment and collection of civil penalties under Labor  
25 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of  
26 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,  
27 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private  
28 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558

1 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the  
2 applicable IWC Wage Order.

3 41. Defendants, at all times relevant to this complaint, were employers or persons  
4 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved  
5 Employees' rights by violating various sections of the California Labor Code as set forth  
6 above.

7 42. As set forth below, Defendants have violated numerous provisions of both the  
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage  
9 Order.

10 43. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),  
11 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a  
12 private attorney general, seeks assessment and collection of civil penalties for himself, all  
13 other non-party Aggrieved Employees, and the State of California against Defendants for  
14 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,  
15 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

16 **FIRST CAUSE OF ACTION**

17 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

18 **(Against all Defendants)**

19 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
20 and every allegation set forth above.

21 45. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover  
22 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code  
23 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5,  
24 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section  
25 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for  
26 violations of those Labor Code sections not found in section 2699.5, including sections 516,  
27 1182.12, and 2810.5.

28 46. Defendants' conduct, as alleged herein, violates numerous sections of the

1 California Labor Code, including, but not limited to, the following:

- 2 (a) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the  
3 applicable IWC Wage Order for Defendants' failure to provide Plaintiff  
4 and other non-party Aggrieved Employees with meal periods, as set  
5 forth below;
- 6 (b) Violation of Labor Code sections 226.7, 516, 1198, and the applicable  
7 IWC Wage Order for Defendants' failure to authorize and permit  
8 Plaintiff and/or other non-party Aggrieved Employees to take rest  
9 periods, as set forth below;
- 10 (c) Violation of Labor Code sections 510, 1198, and the applicable IWC  
11 Wage Order for Defendants' failure to compensate Plaintiff and other  
12 non-party Aggrieved Employees with all required overtime pay, as set  
13 forth below;
- 14 (d) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the  
15 applicable IWC Wage Order for Defendants' failure to compensate  
16 Plaintiff and other non-party Aggrieved Employees with at least  
17 minimum wages for all hours worked, as set forth below;
- 18 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC  
19 Wage Order for failure to provide accurate and complete wage  
20 statements to Plaintiff and other non-party Aggrieved Employees, as set  
21 forth below;
- 22 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable  
23 IWC Wage Order for failure to maintain payroll records, as set forth  
24 below;
- 25 (g) Violation of Labor Code section 204 for failure to pay all earned wages  
26 during employment, as set forth below;
- 27 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all  
28 earned wages upon termination, as set forth below;

- (i) Violation of Labor Code section 222.5 for failure to compensate other non-party Aggrieved Employees for mandatory physical examinations and drug testing, as set forth below;
- (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below; and
- (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other non-party Aggrieved Employees' employment with Defendants, as set forth below.

**FAILURE TO PROVIDE AND RECORD MEAL PERIODS**  
**VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

47. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

48. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

49. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

50. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order also require employers to provide a second meal period

1 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay  
2 an employee one (1) additional hour of pay at the employee's regular rate, except that if the  
3 total hours worked is no more than twelve (12) hours, the second meal period may be waived  
4 by mutual consent of the employer and the employee only if the first meal period was not  
5 waived.

6 51. First, during the relevant time period, Defendants had, and continue to have, a  
7 company-wide policy and/or practice of understaffing while assigning heavy workloads,  
8 which resulted in a failure to provide adequate meal period coverage and prevented other non-  
9 party Aggrieved Employees from taking timely, 30-minute compliant meal periods to which  
10 they were entitled. As a result, other non-party Aggrieved Employees had their meal periods  
11 interrupted and/or had to forego their meal periods altogether. Additionally, Defendants  
12 regularly scheduled meal periods to be taken at 12:00 p.m., even though Plaintiff's and other  
13 non-party Aggrieved Employees' shifts started at 6:00 a.m. As a result, Plaintiff and other  
14 non-party Aggrieved Employees were forced to work in excess of five (5) hours before taking  
15 a meal period. For example, each shift, Plaintiff was required to take his meal periods late  
16 after having worked in excess of five (5) hours due to Defendants' improper meal period  
17 schedule and would continue to complete his assigned tasks.

18 52. Second, because Defendants frowned upon employees accruing meal period  
19 penalties, Defendants' management would alter Plaintiff's and other non-party Aggrieved  
20 Employees' time records and deduct time for meal periods that were not taken. On  
21 information and belief, during the relevant time period, Defendants implemented a company-  
22 wide policy and practice of automatically deducting meal periods from Plaintiff's and other  
23 non-party Aggrieved Employees' time records and/or falsifying employee time records by  
24 clocking out Plaintiff and other non-party Aggrieved Employees at designated start and end  
25 times for meal periods to reflect compliant meal periods, regardless of whether they had  
26 actually received a compliant meal period, in order to strictly limit meal penalties that  
27 Defendants would otherwise owe.

28 53. As a result of Defendants' practices and/or policies, Plaintiff and other non-

1 party Aggrieved Employees had to work through part or all of their meal periods, have their  
2 meal periods interrupted, and/or wait extended periods of time before taking meal periods.  
3 For example, Plaintiff regularly worked in excess of five (5) hours before he was provided a  
4 meal period, but did not receive meal period penalties because Defendants did not accurately  
5 record his meal period start and stop times. Similarly, other non-party Aggrieved Employees  
6 would have their meal periods interrupted and/or cut short due to a lack of coverage but were  
7 unable to record that their meal periods were shortened.

8 54. Third, Defendants did not provide other non-party Aggrieved Employees with  
9 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one  
10 day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period  
11 waivers on days that they were entitled to meal periods and were not relieved of all duties.

12 55. Defendants knew or should have known that as a result of their policies,  
13 Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to  
14 take timely, uninterrupted meal periods. Defendants further knew or should have known that  
15 they did not pay Plaintiff and other non-party Aggrieved Employees meal period premium  
16 wages when meal periods were missed, late, short, and/or interrupted.

17 56. Defendants also have engaged in a company-wide practice and/or policy of not  
18 paying meal period premiums owed when compliant meal periods are not provided. Because  
19 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not  
20 received premium pay for missed, late, and interrupted meal periods.

21 57. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved  
22 Employees compliant meal periods and failed to pay the full meal period premiums due.  
23 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code  
24 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are  
25 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and  
26 (g).

27 //

28 //

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**  
**VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

58. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and other non-party Aggrieved Employees' employment by Defendants.

59. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

60. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

61. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

62. During the relevant time period, Defendants regularly failed to authorize and permit other non-party Aggrieved Employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide practices, including understaffing while assigning heavy workloads, resulted in a lack of rest period coverage and prevented other non-party Aggrieved Employees from

1 being relieved of all duty in order to take compliant rest periods. Defendants also failed to  
2 schedule rest periods or adhere to a schedule of rest periods, which, coupled with Defendants'  
3 failure to provide adequate rest period coverage, further led to other non-party Aggrieved  
4 Employees not being authorized and permitted to take rest periods. As a result of Defendants'  
5 practices and policies, other non-party Aggrieved Employees would work shifts in excess of  
6 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and  
7 authorized to take all ten (10) minute rest periods to which they were entitled.

8 63. Furthermore, Defendants maintained and implemented a company-wide on-  
9 premises rest period policy, which mandated that Plaintiff and other non-party Aggrieved  
10 Employees remain on Defendants' premises during their rest periods. Because Plaintiff and  
11 other non-party Aggrieved Employees were restricted from leaving the work premises during  
12 rest periods, they were denied the ability to use their rest periods freely for their own  
13 purposes, such as running personal errands. Thus, Defendants effectively maintained control  
14 over Plaintiff and other non-party Aggrieved Employees during rest periods, and, as a result of  
15 this rest period policy, Defendants did not relinquish control over Plaintiff and other non-party  
16 Aggrieved Employees during rest periods.

17 64. Defendants have also engaged in a company-wide policy and/or practice of not  
18 paying all rest period premiums owed when compliant rest periods are not authorized and  
19 permitted. Because of this policy and/or practice, Plaintiff and/or other non-party Aggrieved  
20 Employees have not received premium pay for all missed rest periods.

21 65. Defendants' conduct violates the applicable IWC Wage Order and California  
22 Labor Code sections 226.7, 516, and 1198. Plaintiff and/or other non-party Aggrieved  
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections  
24 558 and/or 2699(a), (f), and (g).

## 25 **FAILURE TO PAY OVERTIME**

### 26 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

27 66. California Labor Code section 510 codifies the right to overtime compensation  
28 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)

1 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the  
2 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate  
3 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours  
4 in a day on the seventh (7th) day of work.

5 67. Labor Code section 1198 makes it illegal to employ an employee under  
6 conditions of labor that are prohibited by the applicable wage order. California Labor Code  
7 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall  
8 be the . . . standard conditions of labor for employees. The employment of any employee . . .  
9 under conditions of labor prohibited by the order is unlawful.”

10 68. California Labor Code section 1198 and the applicable IWC Wage Order  
11 provide that it is unlawful to employ persons without compensating them at a rate of pay  
12 either time-and-one-half or two-times that person's regular rate of pay, depending on the  
13 number of hours worked by the person on a daily or weekly basis.

14 69. Specifically, IWC Wage Order 14-2001 provides that, effective January 1,  
15 2020, employers are and were required to pay employees working more than nine (9) hours in  
16 a day or more than fifty (50) hours in a workweek, at the rate of time and one-half (1 ½) times  
17 the regular rate of pay for all hours worked in excess of nine (9) hours in a day or more than  
18 fifty (50) hours in a workweek. IWC Wage Order 14-2001 further provides that, starting  
19 January 1, 2021, employers are and were required to pay employees working more than eight  
20 and one-half (8 ½) hours in a day or more than forty-five (45) hours in a workweek, at the rate  
21 of time and one-half (1 ½) for all hours worked in excess of eight and one-half (8 ½) hours in  
22 a day or more than forty-five (45) hours in a workweek. An employee's regular rate of pay  
23 includes all remuneration for employment paid to, or on behalf of, the employee, including  
24 nondiscretionary bonuses and incentive pay.

25 70. During the relevant time period, Defendants willfully failed to pay all overtime  
26 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time  
27 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums  
28 for all of the hours they worked in excess of the applicable maximum hours in a day and/or in

1 excess of the applicable maximum hours in a week, because all hours worked were not  
2 recorded.

3 71. First, Defendants implemented, on a company-wide basis, an employer-  
4 imposed requirement that Plaintiff and other non-party Aggrieved Employees undergo  
5 mandatory health screenings and temperature checks before their scheduled shifts. Plaintiff  
6 and other non-party Aggrieved Employees waited in line, for five (5) minutes per instance, to  
7 undergo the mandatory health screenings before Defendants permitted them to clock in for  
8 their shifts, but Defendants did not compensate them for the time they remained under  
9 Defendants' control. Further, Defendants only provided Plaintiff and other non-party  
10 Aggrieved Employees with one (1) access point to their timekeeping system for a group of  
11 about 30 employees to clock in for their shifts, thus exacerbating the amount of time Plaintiff  
12 and other non-party Aggrieved Employees waited in line off-the-clock and under Defendants'  
13 control, time for which they were not paid.

14 72. Second, as stated above, Defendants' systemic, company-wide policies and/or  
15 practices of understaffing their locations while assigning heavy workloads, lack of adequate  
16 meal period coverage, and meal period scheduling practices, prevented other non-party  
17 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were  
18 entitled. As a result, other non-party Aggrieved Employees missed or had meal periods  
19 interrupted in order to complete their assigned tasks. Consequently, other non-party  
20 Aggrieved Employees performed work off the clock during meal periods without that time  
21 being recorded and for which they were not paid.

22 73. Third, because Defendants frowned upon employees accruing meal period  
23 penalties, upon information and belief, Defendants implemented a company-wide practice  
24 and/or policy of automatically deducting meal periods from Plaintiff's and/or other non-party  
25 Aggrieved Employees' time records. As a result of this policy, Defendants deducted 30  
26 minutes from other non-party Aggrieved Employees' time records even when meal periods  
27 were short, missed, or interrupted. Alternatively, Defendants' management would adjust  
28 Plaintiff's and/or other non-party Aggrieved Employees' time records to reflect compliant

1 meal periods, regardless of whether they had received a compliant meal period or not, in order  
2 to strictly limit meal penalties that would need to be paid by Defendants.

3 74. Defendants knew or should have known that as a result of these company-wide  
4 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were working  
5 during their meal periods, and were suffered or permitted to perform work for which they  
6 were not paid. Because Plaintiff and other non-party Aggrieved Employees worked shifts of  
7 nine (9) hours a day or more or fifty (50) hours a week or more and/or shifts of eight and one-  
8 half (8 ½) hours a day or more or forty-five (45) hours a week or more, some of this off-the-  
9 clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-party  
10 Aggrieved Employees were not paid overtime wages for all of the overtime hours they  
11 actually worked.

12 75. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees  
13 the balance of overtime compensation as required by California law, violates the provisions of  
14 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved  
15 Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or  
16 2699(a), (f)-(g).

#### 17 **FAILURE TO PAY MINIMUM WAGES**

#### 18 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

19 76. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and  
20 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage  
21 to be paid to employees, and the payment of a wage less than the minimum so fixed is  
22 unlawful. Compensable work time is defined in IWC Wage Order 14-2001 as "the time  
23 during which an employee is subject to the control of an employer, and includes all the time  
24 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code.  
25 Regs. tit. 8, § 11140(2)(G) (defining "Hours Worked").

26 77. As set forth above, Defendants have implemented, on a company-wide basis, an  
27 employer-imposed requirement that Plaintiff and other non-party Aggrieved Employees  
28 undergo mandatory health screenings and temperature checks before their scheduled shifts.

1 Plaintiff and other non-party Aggrieved Employees followed Defendants' instructions and  
2 completed the required health screenings before clocking in for their shifts. Even though  
3 Defendants required these health screenings, Defendants did not provide Plaintiff and other  
4 non-party Aggrieved Employees a mechanism to record this time worked so they could be  
5 compensated for the time spent undergoing mandatory health screenings and temperature  
6 checks.

7 78. Furthermore, due to Defendants' policies and/or practices of understaffing  
8 while assigning of heavy workloads, meal period scheduling practices, and subsequent lack of  
9 meal period coverage, other non-party Aggrieved Employees were forced to forego meal  
10 periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties  
11 during meal periods. Moreover, in order to prevent employees from accruing meal period  
12 penalties, upon information and belief, Defendants systematically failed to pay Plaintiff and/or  
13 other non-party Aggrieved Employees for actual hours worked during unpaid meal periods  
14 because these hours were not always correctly recorded.

15 79. Moreover, Defendants maintained and implemented a company-wide policy of  
16 requiring employees to travel to a medical facility on their own time to undergo mandatory  
17 drug testing and physical examinations. At all times, Defendants were in control of  
18 scheduling the date and time for the testing and physical examinations, selecting the provider  
19 or facility where the testing and physical examinations were to take place, and determining the  
20 scope of the testing and physical examinations. For example, Defendants gave other non-  
21 party Aggrieved Employees strict instructions to obtain drug testing and physical  
22 examinations, and other aggrieved employees underwent the testing and examinations for the  
23 sole benefit of Defendants. Other non-party Aggrieved Employees were required to travel for  
24 approximately one (1) hour roundtrip from Defendants' office to Santa Rosa Del Valle  
25 Medical Group and to Indio Emergency Medical Group dba Santa Rosa Del Valle Medical  
26 Group, both located at 1293 Sixth Street, Coachella, California, and spend time waiting for  
27 and undergoing Defendants' mandatory drug test and physical examination. However,  
28 Defendants did not compensate other non-party Aggrieved Employees for the time they spent

1 traveling to and from the medical facilities and undergoing the mandatory drug testing and  
2 physical examinations.

3 80. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff  
4 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did  
5 not qualify for overtime premium payment, Defendants did not pay at least minimum wages  
6 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,  
7 1194, 1197, and 1198. Accordingly, Defendants regularly failed to pay at least minimum  
8 wages to Plaintiff and other non-party Aggrieved Employees for all of the hours they worked  
9 in violation of California Labor Code sections 1182.12, 1194, 1197, and 1198.

10 81. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees  
11 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.  
12 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
13 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

14 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**  
15 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

16 82. At all relevant times herein, California Labor Code section 226(a) provides that  
17 every employer shall furnish each of his or her employees an accurate and complete itemized  
18 wage statement in writing, including, but not limited to, the name and address of the legal  
19 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all  
20 applicable rates of pay.

21 83. During the relevant time period, Defendants have knowingly and intentionally  
22 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and  
23 inaccurate wage statements. For example, Defendants issued uniform wage statements to  
24 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages  
25 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during  
26 the pay period, including overtime rates of pay, and the corresponding number of hours  
27 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),  
28 226(a)(5), and 226(a)(9).

1           84.     Because Defendants did not record the time Plaintiff and other non-party  
2 Aggrieved Employees spent working off-the-clock and deducted time from their records for  
3 meal periods that were missed and/or interrupted (and therefore time for which they should  
4 have been paid), Defendants did not list the correct amount of gross wages and net wages  
5 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section  
6 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to  
7 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved  
8 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of  
9 pay in effect during the pay period and the corresponding accurate number of hours worked at  
10 each hourly rate, in violation of section 226(a)(9).

11           85.     The wage statement deficiencies also include, among other things, failing to list  
12 the number of piece-rate units earned and any applicable piece rate if the employee is paid on  
13 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and  
14 only the last four digits of his or her social security number or an employee identification  
15 number other than a social security number; failing to list the name and address of the legal  
16 entity that is the employer; failing to list the inclusive dates of the period for which aggrieved  
17 employees were paid; and/or failing to state all hours worked as a result of not recording or  
18 stating the hours they worked off-the-clock.

19           86.     California Labor Code section 1198 provides that the maximum hours of work  
20 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as  
21 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he  
22 employment of any employees for longer hours than those fixed by the order or under  
23 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC  
24 Wage Order, employers are required to keep accurate time records showing when the  
25 employee begins and ends each work period and meal period. During the relevant time  
26 period, Defendants failed, on a company-wide basis, to keep accurate records of work period  
27 and meal period start and stop times for Plaintiff and other non-party Aggrieved Employees,  
28 in violation of section 1198. Also, as stated, Defendants engaged in a company-wide practice

1 and/or policy of falsifying Plaintiff's and/or other non-party Aggrieved Employees' time  
2 records by recording that compliant meal periods were taken regardless of if or when meal  
3 periods were actually taken, and thereby failed to keep accurate records of meal start and end  
4 times for Plaintiff and other non-party Aggrieved Employees. Furthermore, in light of  
5 Defendants' failure to provide other non-party Aggrieved Employees with second 30-minute  
6 meal periods to which they were entitled, Defendants kept no records of meal start and end  
7 times for second meal periods.

8 87. California Labor Code section 1174(d) provides that "[e]very person employing  
9 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees  
10 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the  
11 plants or establishments at which employees are employed, payroll records showing the hours  
12 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
13 applicable piece rate paid to, employees employed at the respective plants or  
14 establishments. . . ." At all relevant times, and in violation of Labor Code section 1174(d),  
15 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-  
16 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto  
17 as a result of failing to record the off-the-clock hours that they worked.

18 88. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),  
19 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover  
20 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

## 21 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

### 22 **VIOLATION OF LABOR CODE SECTION 204**

23 89. At all relevant times herein set forth, California Labor Code section 204  
24 requires that all wages earned by any person in any employment between the 1st and the 15th  
25 days, inclusive, of any calendar month, other than those wages due upon termination of an  
26 employee, are due and payable between the 16th and the 26th day of the month during which  
27 the labor was performed. Labor Code section 204 further provides that all wages earned by  
28 any person in any employment between the 16th and the last day, inclusive, of any calendar

1 month, other than those wages due upon termination of an employee, are due and payable  
2 between the 1st and the 10th day of the following month.

3 90. At all relevant times herein, California Labor Code section 204 also requires  
4 that all wages earned for labor in excess of the normal work period shall be paid no later than  
5 the payday for the next regular payroll period. Alternatively, at all relevant times herein,  
6 Labor Code section 204 provides that the requirements of this section are deemed satisfied by  
7 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not  
8 more than seven (7) calendar days following the close of the payroll period.

9 91. During the relevant time period, Defendants failed to pay Plaintiff and other  
10 non-party Aggrieved Employees all wages due to them, including, but not limited to, overtime  
11 wages, minimum wages, and/or meal and rest period premiums within any time period  
12 specified by California Labor Code section 204.

13 92. Plaintiff and other non-party Aggrieved Employees are therefore entitled to  
14 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

15 **FAILURE TO PAY WAGES UPON TERMINATION**

16 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

17 93. At all times relevant herein set forth, Labor Code sections 201 and 202 provide  
18 that if an employer discharges an employee, the wages earned and unpaid at the time of  
19 discharge are due and payable immediately, and that if an employee voluntarily leaves his or  
20 her employment, his or her wages shall become due and payable not later than seventy-two  
21 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of  
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the  
23 time of quitting.

24 94. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved  
25 Employees who are no longer employed by Defendants all their earned wages, including, but  
26 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either  
27 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'  
28 employ.

1           95. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees  
2 who are no longer employed by Defendants their wages earned and unpaid at the time of  
3 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates  
4 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are  
5 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or  
6 2699(a), (f), and (g).

7           **FAILURE TO PAY COSTS OF MEDICAL OR PHYSICAL EXAMINATIONS**  
8           **VIOLATION OF LABOR CODE SECTION 222.5**

9           96. At all relevant times herein, California Labor Code section 222.5 requires  
10 employers to pay for the costs an employee incurs for obtaining any required medical or  
11 physical examination.

12           97. During the relevant time period, Defendants implemented, on a company-wide  
13 basis, an employer-imposed requirement that other non-party Aggrieved Employees undergo  
14 mandatory drug testing and/or physical examinations, but required them to do so at their own  
15 expense. As stated, Defendants had a company-wide policy requiring that other non-party  
16 Aggrieved Employees travel to a specified medical facility on their own time and use their  
17 own means of transportation to undergo drug testing and/or physical examinations. At all  
18 times, Defendants were in control of scheduling the date and time for the testing and/or  
19 examinations, selecting the provider/facility where the testing and/or examinations were to  
20 take place, and determining the scope of the testing and/or examinations.

21           98. For example, Defendants instructed other non-party Aggrieved Employees to  
22 obtain drug testing and physical examinations, and other non-party Aggrieved Employees  
23 underwent the testing and examinations for the sole benefit of Defendants. Other non-party  
24 Aggrieved Employees traveled for approximately one (1) hour roundtrip from Defendants'  
25 office to Santa Rosa Del Valle Medical Group and to Indio Emergency Medical Group dba  
26 Santa Rosa Del Valle Medical Group, both located at 1293 Sixth Street, Coachella, California,  
27 and spent time waiting for and undergoing Defendants' mandatory drug testing and physical  
28 examinations.

1           99.     However, Defendants did not compensate other non-party Aggrieved  
2 Employees for the time they spent traveling to and from the medical facilities, for the time  
3 they spent undergoing the drug testing and/or physical examinations, or reimburse them for  
4 the travel expenses they incurred getting to and from the medical facilities. Defendants’  
5 policy and/or practice of not paying for all costs other non-party Aggrieved Employees  
6 incurred obtaining mandatory drug testing and/or physical examinations is in violation of  
7 California Labor Code section 222.5.

8           100.   Other non-party Aggrieved Employees are therefore entitled to recover civil  
9 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

10                   **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

11                           **VIOLATION OF LABOR CODE SECTION 2802**

12           101.   At all times herein set forth, California Labor Code section 2802 provides that  
13 an employer must reimburse employees for all necessary expenditures and losses incurred by  
14 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is  
15 to prevent employers from passing off their cost of doing business and operating expenses on  
16 to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144  
17 (2014). The applicable wage order, IWC Wage Order 14-2001, provides that: “[w]hen tools  
18 or equipment are required by the employer or are necessary to the performance of a job, such  
19 tools and equipment shall be provided and maintained by the employer, except that an  
20 employee whose wages are at least two (2) times the minimum wage may provide and  
21 maintain hand tools and equipment customarily required by the particular trade or craft.”

22           102.   As stated, Defendants had a company-wide policy of requiring other non-party  
23 Aggrieved Employees to travel in their own personal vehicles to obtain mandatory drug  
24 testing and physical examinations, but did not reimburse them for their travel expenses,  
25 including mileage. Defendants maintained and implemented a company-wide policy of  
26 requiring employees to travel to a medical facility on their own time and using their own  
27 personal vehicles to undergo mandatory drug testing and physical examinations. At all times,  
28 Defendants were in control of scheduling the date and time for the testing and physical

1 examinations, selecting the provider or facility where the testing and physical examinations  
2 were to take place, and determining the scope of the testing and physical examinations.  
3 Defendants gave other non-party Aggrieved Employees strict instructions to obtain drug  
4 testing and physical examinations, and other non-party Aggrieved Employees underwent the  
5 testing and physical examinations for the sole benefit of Defendants. Although Defendants  
6 required other non-party Aggrieved Employees to undergo drug testing and physical  
7 examinations, Defendants failed to reimburse them for their travel expenses.

8 103. Defendants could have provided other non-party Aggrieved Employees with the  
9 actual tools required for use on the job, such as company vehicles, or could have reimbursed  
10 employees for the costs of their mileage or travel expenses. Instead, Defendants passed these  
11 operating costs off onto other non-party Aggrieved Employees.

12 104. Defendants' company-wide policy and/or practice of passing on their operating  
13 costs to other non-party Aggrieved Employees violates California Labor Code section 2802.  
14 Other non-party Aggrieved Employees are therefore entitled to recover civil penalties  
15 pursuant to Labor Code sections 2699(a), (f), and (g).

16 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**  
17 **EMPLOYMENT**

18 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

19 105. California's Wage Theft Prevention Act was enacted to ensure that employers  
20 provide employees with basic information material to their employment relationship at the  
21 time of hiring, and to ensure that employees are given written and timely notice of any  
22 changes to basic information material to their employment. Codified at California Labor  
23 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an  
24 employer must provide written notice to employees containing basic and material payroll  
25 information, including, among other things, the rate(s) of pay and basis thereof, whether paid  
26 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for  
27 overtime, the regular payday designated by the employer, and any allowances claims as part  
28 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-

1 (C).

2 106. During the relevant time period, Defendants failed to provide Plaintiff and  
3 other non-party Aggrieved Employees with written notice that lists all the requisite  
4 information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

5 107. Defendants' failure to provide Plaintiff and other non-party Aggrieved  
6 Employees with written notice of basic information regarding their employment with  
7 Defendants is in violation of Labor Code section 2810.5. Plaintiff and other non-party  
8 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code  
9 sections 2699(a), (f), and (g).

10 **REQUEST FOR JURY TRIAL**

11 Plaintiff requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and  
14 judgment against Defendants, jointly and severally, as follows:

15 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars  
16 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different  
17 amount.

18 **As to the First Cause of Action**

19 2. That the Court declare, adjudge and decree that Defendants violated the  
20 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved  
21 Employees: 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516,  
22 and 1198 (by failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay  
23 all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least  
24 minimum wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide  
25 accurate wage statements and maintain accurate payroll records); 204 (by failing to timely pay  
26 all earned wages during employment); 201, 202, and 203 (by failing to timely pay all earned  
27 wages upon termination); 222.5 (by failing to pay for costs of mandatory physical  
28 examinations and/or drug testing); 2802 (by failing to reimburse business expenses); and

1 2810.5 (by failing to provide notice of material terms of employment);

2 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,  
3 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,  
4 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802,  
5 and 2810.5;

6 4. For attorneys' fees and costs pursuant to California Labor Code section  
7 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California  
8 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),  
9 1182.12, 1194, 1197, 1198, 2802 and 2810.5;

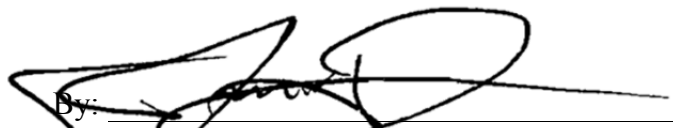
10 5. For pre-judgment and post-judgment interest as provided by law; and

11 6. For such other and further relief as the Court may deem equitable and  
12 appropriate.

13  
14 Dated: March 31, 2021

Respectfully submitted,

Capstone Law APC

16  
17 By:   
18 Robert Drexler  
19 Molly DeSario  
Jonathan Lee  
Helga Hakimi

20 Attorneys for Plaintiff Jose Garcia Flores  
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# Exhibit 1

ALEXANDER LIMA  
310.712.8142 Direct  
Alexander.Lima@capstonelawyers.com

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January 22, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.tfaforms.net/308>)

Subject: *Jose Garcia Flores v. Norman's Nursery, Inc.*

Dear PAGA Administrator:

This office represents Jose Garcia Flores in connection with his claims under the California Labor Code. Mr. Garcia Flores was an employee of NORMAN'S NURSERY, INC. ("NORMAN").

The employer may be contacted directly at the address below:

NORMAN'S NURSERY, INC.  
8665 E. DUARTE RD.  
SAN GABRIEL, CA 91775

Mr. Garcia Flores intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Garcia Flores seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NORMAN in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NORMAN employed Mr. Garcia Flores as a non-exempt, hourly paid Laborer from approximately November 2016 to July 2020. Mr. Garcia Flores worked for NORMAN out of its facilities in Mecca, California. During his employment, Mr. Garcia Flores typically worked eight (8) hours or more per day, six (6) days per week, from 6:00 a.m. to 2:30 p.m. Mr. Garcia Flores's primary job duties included, without limitation, applying fertilizer and pesticides; planting, watering, weeding, and transplanting plants.

NORMAN has committed one or more of the following Labor Code violations against Mr. Garcia Flores, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):<sup>1</sup>

### **NORMAN’S Company-Wide and Uniform Payroll and HR Practices**

NORMAN’S NURSERY, INC. is a California corporation and is a wholesale nursery catering to landscape contractors, landscape architects, and certified nurseries. Upon information and belief, NORMAN maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Gabriel, California, for all non-exempt, hourly paid employees working for NORMAN in California, including Mr. Garcia Flores and other aggrieved employees. At all relevant times, NORMAN issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Garcia Flores and other aggrieved employees, regardless of their location or position.

Upon information and belief, NORMAN maintains a centralized Payroll department at its corporate headquarters in San Gabriel, California, which processes payroll for all non-exempt, hourly paid employees working for NORMAN in California, including Mr. Garcia Flores and other aggrieved employees. Further, NORMAN issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Garcia Flores and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, NORMAN utilized the same methods and formulas when calculating wages due to Mr. Garcia Flores and other aggrieved employees in California.

### **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than

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<sup>1</sup> These facts, theories, and claims are based on Mr. Garcia Flores’s experience and counsel’s review of those records currently available relating to Mr. Garcia Flores’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Garcia Flores reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, NORMAN had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, which prevented Mr. Garcia Flores and other aggrieved employees from taking timely, 30-minute meal periods to which they were entitled. NORMAN also failed to schedule meal periods or to adhere to a schedule of meal periods, which further exacerbated the lack of meal period coverage. As a result, Mr. Garcia Flores and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period. For example, Mr. Garcia Flores was required to take his meal periods late after having worked in excess of five (5) hours or more into his shift six (6) times per week in order to complete his assigned tasks. For the same reasons, other aggrieved employees also had their meal periods interrupted and/or had to forego their meal periods altogether.

Second, because NORMAN frowned upon employees accruing meal period penalties, Mr. Garcia Flores and other aggrieved employees were subject to NORMAN altering their time records and deducting time for meal periods that were not taken. During the relevant time period, on information and belief, NORMAN implemented a company-wide policy and practice of automatically deducting meal periods from Mr. Garcia Flores's and other aggrieved employees' time records. Alternatively, NORMAN's management falsified employee time records by clocking out Mr. Garcia Flores and other aggrieved employees at designated start and end times to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that NORMAN would otherwise owe. For example, Mr. Garcia Flores regularly worked in excess of five (5) hours before he was provided a meal period, but he did not receive meal period penalties because NORMAN did not accurately record his meal period start and stop times. Similarly, other aggrieved employees would have their meal periods interrupted and/or cut short, in order to complete their work duties, but were unable to record that their meal periods were shortened.

Third, NORMAN did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Garcia Flores and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, NORMAN knew or should have known that, as a result of these policies, Mr. Garcia Flores and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. NORMAN further knew or should have known that NORMAN did not pay Mr. Garcia Flores and other aggrieved employees meal period premium wages when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, NORMAN engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Garcia Flores and other aggrieved employees have not received premium pay for all missed, interrupted, or late meal periods. Alternatively, to the extent that NORMAN did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. In addition to an hourly wage, NORMAN paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, because NORMAN did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any premiums paid for

meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, NORMAN failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Mr. Garcia Flores and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, NORMAN regularly failed to authorize and permit other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NORMAN's company-wide policies and/or practices, of understaffing and assigning heavy workloads prevented other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, NORMAN failed to adhere to a schedule rest periods, which, coupled with NORMAN's failure to provide adequate rest period coverage, further led to other aggrieved employees not being authorized and permitted to take compliant rest periods. As a result of NORMAN's practices and policies, other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Furthermore, NORMAN maintained and implemented a company-wide practice and/or policy requiring that Mr. Garcia Flores and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Garcia Flores and other aggrieved employees were restricted from leaving the work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, NORMAN effectively maintained control over Mr. Garcia Flores and other aggrieved employees during rest periods, and, as a result of this rest period policy, NORMAN did not relinquish control over Mr. Garcia Flores and other aggrieved employees during rest periods.

NORMAN also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Garcia Flores and/or other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that NORMAN did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, NORMAN did not pay other aggrieved employees at the correct rate of pay for premium wages because NORMAN failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, NORMAN failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Garcia Flores and/or other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime**

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than ten (10) hours in a day or more than sixty (60) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of ten (10) hours in a day or more than sixty (60) hours in a workweek. The applicable IWC Wage Order further provides that, starting January 1, 2019, employers are required to pay employees working more than nine and one-half (9½) hours in a day or more than fifty-five (55) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of nine and one-half (9½) hours in a day or more than fifty-five (55) hours in a workweek; and starting January 1, 2020, employers are required to pay employees working more than nine (9) hours in a day or more than fifty (50) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of nine (9) hours in a day or more than fifty (50) hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

NORMAN willfully failed to pay all overtime wages owed to Mr. Garcia Flores and other aggrieved employees. During the relevant time period, Mr. Garcia Flores and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of the applicable maximum hours in a day and/or in excess of the applicable maximum hours in a week, because all hours worked were not recorded.

First, NORMAN implemented, on a company-wide basis, an employer-imposed requirement that Mr. Garcia Flores and other aggrieved employees undergo mandatory health screenings and temperature checks before their scheduled shifts. Mr. Garcia Flores and other aggrieved employees waited in line, for five (5) minutes per instance, to undergo the mandatory health screenings before NORMAN permitted them to clock in for their shifts, but NORMAN did not compensate them for the time they remained under NORMAN's control. Further, NORMAN only provided Mr. Garcia Flores and other aggrieved employees with one (1) access point to its timekeeping system for a group of about 30 employees to clock in for their shifts, thus exacerbating the amount of time Mr. Garcia Flores and other aggrieved employees waited in line off-the-clock and under NORMAN's control, time for which they were not paid.

Second, as stated, NORMAN's company-wide policies and/or practices of understaffing its locations while assigning heavy workloads, lack of adequate meal period coverage, and failure to schedule or

adhere to a schedule of meal periods, prevented other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, other aggrieved employees missed or had meal periods interrupted in order to complete their assigned tasks. Consequently, other aggrieved employees performed work during meal periods for which they were not paid.

Third, as stated, because NORMAN frowned upon employees accruing meal period penalties, upon information and belief, NORMAN implemented a company-wide a practice and/or policy of automatically deducting meal periods from Mr. Garcia Flores's and/or other aggrieved employees' time records. As a result of this policy, NORMAN deducted 30 minutes from other aggrieved employees' time records even when meal periods were short, missed, or interrupted. Alternatively, NORMAN's management would adjust Mr. Garcia Flores's and/or other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by NORMAN.

NORMAN knew or should have known that as a result of these company-wide practices and/or policies, Mr. Garcia Flores and other aggrieved employees were performing assigned duties off-the-clock and/or during their meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Garcia Flores and other aggrieved employees worked shifts of ten (10) hours a day or more or sixty (60) hours a week or more; shifts of nine and one-half (9 ½) hours a day or more or fifty-five (55) hours a week or more; and/or shifts of nine (9) hours a day or more or fifty (50) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Garcia Flores and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, NORMAN did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. NORMAN failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, NORMAN failed to pay all overtime wages by paying a lower overtime rate than required.

Mr. Garcia Flores and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages**

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 14 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11140(2)(G) (defining "Hours Worked").

As set forth above, NORMAN has implemented, on a company-wide basis, an employer-imposed requirement that Mr. Garcia Flores and other aggrieved employees undergo mandatory health screenings and temperature checks before their scheduled shifts. Mr. Garcia Flores and other aggrieved employees followed NORMAN's instructions and completed the required health screenings before clocking in for their shifts. Even though NORMAN required these health

screenings, NORMAN did not provide Mr. Garcia Flores and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory health screenings and temperature checks.

Furthermore, due to NORMAN's policies and/or practices of understaffing while assigning of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, NORMAN systematically failed to pay other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Moreover, NORMAN maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time to undergo mandatory drug testing and physical examinations. At all times, NORMAN was in control of scheduling the date and time for the testing and physical examinations, selecting the provider or facility where the testing and physical examinations were to take place, and determining the scope of the testing and physical examinations. For example, NORMAN gave other aggrieved employees strict instructions to obtain drug testing and physical examinations, and other aggrieved employees underwent the testing and examinations for the sole benefit of NORMAN. Other aggrieved employees were required to travel for approximately one (1) hour roundtrip from NORMAN's office to Santa Rosa Del Valle Medical Group and to Indio Emergency Medical Group dba Santa Rosa Del Valle Medical Group, both located at 1293 Sixth Street, Coachella, California, and spend time waiting for and undergoing Defendants' mandatory drug test and physical examination. However, NORMAN did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and physical examinations.

Thus, NORMAN did not pay minimum wages for all hours worked by Mr. Garcia and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NORMAN did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, NORMAN regularly failed to pay at least minimum wages to Mr. Garcia Flores and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Mr. Garcia Flores and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. NORMAN has not provided Mr. Garcia Flores and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3

provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NORMAN has knowingly and intentionally provided Mr. Garcia Flores and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NORMAN issued uniform wage statements to Mr. Garcia Flores and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, NORMAN violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because NORMAN did not record the time spent Mr. Garcia Flores and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted, late, and/or missed (and therefore time for which they should have been paid), NORMAN did not list the correct amount of gross wages and net wages earned by Mr. Garcia Flores and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reasons, NORMAN failed to accurately list the total number of the hours worked by Mr. Garcia Flores and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Furthermore, because NORMAN did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, NORMAN did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). NORMAN also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), NORMAN willfully failed to maintain accurate payroll records for Mr. Garcia Flores and

other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, NORMAN failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Garcia Flores and other aggrieved employees, in violation of section 1198. As stated, NORMAN engaged in a company-wide practice and/or policy of falsifying Mr. Garcia Flores’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Garcia Flores and other aggrieved employees. Furthermore, in light of NORMAN’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, NORMAN kept no records of meal start and end times for second meal periods.

Because NORMAN failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Garcia Flores and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Garcia Flores and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Garcia Flores and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, NORMAN failed to pay Mr. Garcia Flores and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Garcia Flores and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

NORMAN willfully failed to pay Mr. Garcia Flores and other aggrieved employees who are no longer employed by NORMAN all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving NORMAN employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Garcia Flores and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

**Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing**

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, NORMAN implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory physical examination and drug test, but required them to do so at their own expense. As stated, NORMAN had a company-wide policy requiring that all employees travel to a specified medical facility using their own personal vehicles to undergo physical examinations and drug testing. At all times, NORMAN was in control of scheduling the date and time for the examination and/or testing, selecting the provider/facility where the examination and testing was to take place, and determining the scope of the examination and testing.

For example, NORMAN instructed other aggrieved employees to obtain drug testing and physical examinations, and other aggrieved employees underwent the testing and examinations for the sole benefit of NORMAN. Other aggrieved employees traveled for approximately one (1) hour roundtrip from NORMAN's office to Santa Rosa Del Valle Medical Group and to Indio Emergency Medical Group dba Santa Rosa Del Valle Medical Group, both located at 1293 Sixth Street, Coachella, California and spent time waiting for and undergoing NORMAN's mandatory drug testing and physical examinations.

However, NORMAN did not compensate other aggrieved employees for the time they spent traveling to and from their drug tests and physical examinations, or for the time they spent undergoing the testing and examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. NORMAN's policy and/or practice of not paying for all

costs other aggrieved employees incurred obtaining mandatory physical examinations and drug testing is in violation of California Labor Code section 222.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

As stated, NORMAN had a company-wide policy of requiring other aggrieved employees to travel in their own personal vehicles to obtain mandatory drug testing and physical examinations, but did not reimburse them for their travel expenses, including mileage. NORMAN maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory drug testing and physical examinations. At all times, NORMAN was in control of scheduling the date and time for the testing and physical examinations, selecting the provider or facility where the testing and physical examinations were to take place, and determining the scope of the testing and physical examinations. NORMAN gave other aggrieved employees strict instructions to obtain drug testing and physical examinations, and other aggrieved employees underwent the testing and physical examinations for the sole benefit of NORMAN. Although NORMAN required other aggrieved employees to undergo drug testing and physical examinations, NORMAN failed to reimburse them for their travel expenses.

NORMAN could have provided other aggrieved employees with the actual tools for use on the job, such as company vehicles, or could have reimbursed employees for the costs of their mileage or travel expenses. Instead, NORMAN passed these operating costs off onto other aggrieved employees.

Thus, NORMAN had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act

provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

NORMAN failed to provide Mr. Garcia Flores and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). NORMAN's failure to provide Mr. Garcia Flores and other aggrieved employees with written notice of basic information regarding their employment with NORMAN is in violation of Labor Code section 2810.5.

Mr. Garcia Flores and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **California Labor Code § 558(a)**

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes 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 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." NORMAN, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Garcia Flores's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Garcia Flores seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Garcia Flores, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against NORMAN for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Garcia Flores seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

### **Pre-Litigation Demand**

This notice shall further serve as Mr. Garcia Flores's reasonable attempt to settle his dispute with NORMAN prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform NORMAN of Mr. Garcia Flores's aforementioned grievances and

the proposed remedies as detailed below, while affording NORMAN a reasonable opportunity to satisfy Mr. Garcia Flores's demands.

Demand is hereby made that NORMAN shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. NORMAN shall pay Mr. Garcia Flores and all other aggrieved employees employed by NORMAN at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. NORMAN shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. NORMAN shall conduct a survey or interview all current and former aggrieved employees in California who worked for NORMAN in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mandatory medical examinations, travel, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. NORMAN shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. NORMAN also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. NORMAN shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for NORMAN's benefit, including, but not limited to, costs of mandatory medical examinations, travel, or other expenditures, as required by Labor Code sections 222.5 and 2802.
6. NORMAN shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. NORMAN shall provide Mr. Garcia Flores and all aggrieved employees employed by NORMAN at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. NORMAN shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
9. NORMAN shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

10. NORMAN shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 14-2001, section 18.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: NORMAN'S NURSERY, INC. (via U.S. Certified Mail)

one  
LAW APC  
1000  
Park East, Ste 1000  
CA 90067



7020 1290 0001 8879 0619



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NORMAN'S NURSERY, INC.  
8665 E. DUARTE RD.  
SAN GABRIEL, CA 91775



9590 9402 1512 5362 2723 98

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0619

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

NORMAN'S NURSERY, INC.  
8665 E. DUARTE RD.  
SAN GABRIEL, CA 91775

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

NORMAN'S NURSERY, INC.

Street and Apt. No., ☐ P.O. Box No.

City, State, ZIP+4® SAN GABRIEL, CA 91775

Postmark  
Here

Flores V. Norman  
Nursery, Inc.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NORMAN'S NURSERY, INC.  
8665 E. DUARTE RD.  
SAN GABRIEL, CA 91775



9590 9402 1512 5362 2723 98

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0619

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** *Carrie Zabala* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

*Carrie Zabala*

C. Date of Delivery

*1/25/2021*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |                                                                  |                                                                     |
|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail (over \$500)               |                                                                     |

Domestic Return Receipt