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May 5, 2022

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL # 7021 0950 0001 6447 5209

Return Receipt Requested

Plantasia, Inc.

c/o Agent for Service of Process Scott Streitfeld

23300 Ventura Blvd., Suite 200

Woodland Hills, CA 91364

Re: Daniel Cruz Jurado v. Plantasia, Inc.

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

To: California Labor and Workforce Development Agency and Plantasia, Inc.

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

Factual Statement

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

Theories of Labor Code Violations and Remedies

Plantasia, Inc. ("Employers") is a landscaping company with approximately 1 location throughout California. Mr. Cruz Jurado was an hourly-paid, non-exempt employee for Employer.

Mr. Cruz Jurado alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, and 2802, by failing to provide Mr. Cruz Jurado and all other aggrieved employees with all wages for all hours worked, including, but not limited to, regular and minimum wage, overtime and double-time pay, meal and rest period premium pay, and reimbursement for necessary business expenditures. Mr. Cruz Jurado and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt Plant Installer, or similar positions, in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer Failed to Provide Mr. Cruz Jurado and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Mr. Cruz Jurado alleges that he and other aggrieved employees were often precluded from taking timely, 30-minute off-duty meal periods, as required by the Labor Code. Due to the nature of their work and Employer's failure to adequately Plaintiff and aggrieved employees, Mr. Cruz Jurado and other aggrieved employees did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked nor a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). When Plaintiff and aggrieved employees did not to receive their meal break, Employer failed and/or refused to pay premium pay as compensation for the missed meal breaks.

Mr. Cruz Jurado further alleges that he and other aggrieved employees did not receive duty-free, uninterrupted rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Employer prevented Mr. Cruz Jurado and other aggrieved employees from taking rest breaks throughout their shifts. This was due to Employer's policy not providing "off duty" breaks, and instead considering the time that Plaintiff and aggrieved employees were driving to job sites or waiting for deliveries was their breaks despite not being off-duty and relieved of all responsibilities at those times. Further, due to Employer's scheduling practice, Mr. Cruz Jurado and other aggrieved employees were not authorized and permitted to take a second rest period, on shifts exceeding six (6) hours of work, and/or third (3rd) rest breaks, on shifts exceeding ten (10) hours of work.

When Plaintiff and aggrieved employees were prevented from taking rest breaks, Employer failed and/or refused to pay premium pay for the missed rest breaks. Employer's conduct, which is in violation of the Labor Code, is also actionable under PAGA.

B. Employer Failed to Pay Mr. Cruz Jurado and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Mr. Cruz Jurado and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Specifically, Employer required Mr. Cruz Jurado and other aggrieved employees to work in excess of eight (8) hours, per day, by

having Mr. Cruz Jurado and aggrieved employees work during their meal and rest periods. Employer failed and/or refused to compensate Mr. Cruz Jurado and aggrieved employees at one and one-half times the employees' regular rate of pay for all time worked beyond the eighth (8th) hour of their scheduled shift.

As a result, Employer failed to compensate Mr. Cruz Jurado and other aggrieved employees for all time actually worked at the proper rate of pay. Employer was obligated to pay Mr. Cruz Jurado and other aggrieved employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time compensation for hours worked in excess of twelve (12) in one (1) day. Employer's conduct is in violation of Labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

C. Employer Failed to Provide Mr. Cruz Jurado and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law

Based on currently available information and records, Employer failed to keep accurate time records in violation of the Labor Code, the applicable wage order, and actionable under PAGA. By failing to include on Mr. Cruz Jurado's and other aggrieved employees' pay stubs all rest and meal break premium wages and full compensation for all hours worked including proper overtime and double-time wages as set forth above, Employer failed to keep accurate payroll records and failed to provide Mr. Cruz Jurado and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

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

D. Employer Failed to Reimburse Mr. Cruz Jurado and Other Aggrieved Employees for Necessary Business Expenditures, in Violation of California Law

Based on currently available information and records, Employer did not reimburse Mr. Cruz Jurado and other aggrieved employees for necessary business expenditures, including, but not limited to, the cost of using their personal cellular phone and the use of using their personal vehicles to perform their work duties, which is in violation of Labor Code section 2802, the applicable wage order, and actionable under PAGA. Mr. Cruz Jurado and aggrieved employees were required to use their personal cell phones to clock in and out of work and were also required to use their own vehicle to drive to job sites. Employer maintained no policy or practice to reimburse employees for this required use of their personal cell phones and personal vehicles.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Robert Costa". The signature is fluid and cursive, with the first and last names clearly legible.

Robert L. Costa, Esq.
MAHONEY LAW GROUP, APC