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July 13, 2022

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter of Hector Mauricio Rivera on Behalf of Himself and Aggrieved Employees Under California Labor section 2699.3*

Employer: Parkwood Landscape Maintenance, Inc.
16443 Hart Street
Van Nuys, California 91406

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the PAGA Notice was mailed along with a copy of this PAGA Notice to the Department of Industrial Relations at the above-listed mailing address.

This PAGA Notice concerns Hector Mauricio Rivera (“Mr. Rivera”) employment with his former employer Parkwood Landscape Maintenance, Inc. (“Parkwood” or “Employer”). Mr. Rivera was employed as a non-exempt employee of Parkwood, with duties that included, but were not limited to, street and freeway cleaning, maintenance, and gardening, from approximately November 16, 2016 through September 14, 2021. Other aggrieved employees that Mr. Rivera seeks to represent are all other non-exempt employees of Parkwood. In return, Parkwood paid (or purported to pay) Mr. Rivera and other aggrieved employees an hourly wage for their services.

Mr. Rivera and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood had and has a policy or practice of, on occasion, requiring their employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all hours actually worked, engaging, suffering, or permitting employees to work off the clock, including by without limitation, auto-deducting meal periods not taken, detrimental rounding or manipulation of time entries, failing to pay overtime hours at the proper overtime rate of pay, including, without limitation, by failing to pay prevailing wages, failing to include prevailing wages in the overtime rate of pay, and failing to pay for reporting time pay, to the detriment of Mr. Rivera and other aggrieved employees. Consequently, Mr. Rivera is informed and believes, and based thereon alleges,

that Parkwood violated Labor Code sections 510, 1194, and applicable Wage Orders based on their practice of, at times, providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Mr. Rivera and other aggrieved employees to damages. Parkwood would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood had and has a practice or policy of, on occasion, failing to compensate Mr. Rivera and other aggrieved employees with minimum wages for all hours worked or otherwise under Parkwood's control as a result of, without limitation, failing to accurately track and/or pay for all hours actually worked, engaging, suffering, or permitting employees to work off the clock, including by without limitation, auto-deducting meal periods not taken, detrimental rounding and/or manipulation of time entries, failing to pay prevailing wages, and failing to pay for reporting time pay. As such, Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood violated, without limitation, Labor Code section 1197 and applicable Wage Orders based on their continued failure to pay minimum wages for all hours worked, entitling Mr. Rivera and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Parkwood would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood had and has a policy or practice of compelling their employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation, by interrupting meal periods, not providing timely meal periods, and/or failing to provide first and second meal periods all together, providing short meal periods. Consequently, Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood violated Labor Code section 512, entitling Mr. Rivera and other aggrieved employees to premium payments under Labor Code section 226.7. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood maintains policies or practices of, on occasion, compelling their non-exempt employees, including, without limitation, Mr. Rivera, to work over four-hour periods (or major fractions thereof) without authorizing and permitting their employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties. As such, Mr. Rivera is informed and believes, and based thereon alleges, that he and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. Parkwood would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

In addition to the above, Mr. Rivera is informed and believes, and based thereon alleges

that Parkwood failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Mr. Rivera and other aggrieved employees to calculate their unpaid wages and/or premium payments. This would entitle Mr. Rivera and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Parkwood would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

As a result of, among other things, Parkwood's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods or compensation in lieu thereof; and provide rest periods or compensation in lieu thereof, as described above, Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood also intentionally failed and continue to fail to furnish employees, including, without limitation, Mr. Rivera, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Parkwood intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Mr. Rivera and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Mr. Rivera is informed and believes that Parkwood also failed to issue wage statements that accurately set out the address of the legal entity that is the employer. Consequently, since Parkwood would have failed to comply with Labor Code section 226, subdivision (a), Mr. Rivera and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Parkwood would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Mr. Rivera is informed and believes, and based thereon alleges, that Parkwood also failed and refused, and continues to fail and refuse, to timely pay compensation to Mr. Rivera and other terminated or resigned employees, including but not limited to, all wages owed at the proper rate(s) of pay as a result of Parkwood's practice or policy of failing to pay, among other wages, overtime wages, minimum wages, and premium wages. Consequently, Parkwood would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Parkwood would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Mr. Rivera is further informed and believes, and based thereon alleges that Parkwood failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Mr. Rivera and other aggrieved employees with the rates of pay and

overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Parkwood, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Parkwood under Labor Code section 2810.5. Mr. Rivera is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Parkwood to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Parkwood in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Mr. Rivera is further informed and believes, and based thereon alleges, that Parkwood has or had a policy or practice of failing to provide Mr. Rivera and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation, Labor Code section 246, *et seq.*), and also did not permit its use upon request as contemplated under California law. As such, Parkwood would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

Mr. Rivera is informed and believes, and based thereon alleges that Parkwood had and has a policy or practice of, on occasion, failing to pay employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Mr. Rivera is informed and believes and based thereon alleges that Parkwood did not and does not pay their employees in accordance with Labor Code Section 204. As such, Mr. Rivera is informed and believes, and based thereon alleges that Parkwood violated Labor Code section 204. Parkwood would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Mr. Rivera is informed and believes, and based thereon alleges that Parkwood also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Mr. Rivera and other aggrieved employees, with their costs incurred in purchasing tools, including but not limited to scissors, purchase of uniforms, and separately laundering their uniforms, in direct consequence of the discharge of their duties, or of their obedience to the directions of Parkwood, as required by Labor Code 2802, and other statutory and common law offenses. As a result, Parkwood is liable to reimburse Mr. Rivera and other aggrieved employees for the cost incurred in purchasing tools, uniforms, and laundering uniforms. In addition, Parkwood would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Mr. Rivera is informed and believes, and based thereon alleges that Parkwood also failed to comply with Labor Code section 404 by failing to provide Mr. Rivera and other aggrieved employees within the State of California with their uniform deposits upon separation of employment, as well as interest that accrued on deposits paid to Parkwood for work uniforms. As a result, Parkwood would be liable to reimburse Mr. Rivera and other aggrieved employees with their uniform deposits and interest accrued thereon. Parkwood would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Mr. Rivera may immediately thereafter file a civil complaint against Parkwood to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Alexander D. Wallin

Alexander D. Wallin

cc:

Parkwood Landscape and Maintenance, Inc. (via U.S. Certified Mail, Return Receipt Requested)

BLANK ROME LLP | Howard M. Knee
2029 Century Park East, 6th Floor,
Los Angeles, CA 90067 (via U.S. Certified Mail, Return Receipt Requested)