



Molteni Employment Law

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June 27, 2025

VIA ONLINE SUBMISSION – <https://dir.govfa.net/411>

PAGA Administrator
Department of Industrial Relations
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT)

GHS Landscaping Inc.
Agent for Service of Process: Danilo Batista
Carrijo
4800 Appian Way
El Sobrante, California 94803-1827

GHS Landscaping Inc.
Agent for Service of Process: Danilo Batista Carrijo
4784 Appian Way
El Sobrante, California 94803-1827

Carrijo Family Enterprises LLC
Agent for Service of Process: Danilo Batista
Carrijo
4800 Appian Way
El Sobrante, California 94803

Carrijo Family Enterprises LLC
Agent for Service of Process: Danilo Batista Carrijo
4784 Appian Way
El Sobrante, California 94803

Danilo Batista Carrijo



Re: Labor Code Private Attorney General Act (“PAGA”) Notice On Behalf of
Aggrieved Employee Danilo Santana Against GHS Landscaping Inc., Carrijo Family
Enterprises LLC, and Danilo Batista Carrijo

Dear PAGA Administrator:

Please consider this a request pursuant Labor Code section 2699.3 that the Labor and Workforce Development Agency investigate the violations described below or, alternatively, notify us of its intent not to investigate them, so that we may pursue a claim for civil penalties under the Labor Code Private Attorney General Act (PAGA) against GHS Landscaping Inc., Carrijo Family Enterprises LLC, and Danilo Batista Carrijo (collectively “GHS”).

Summary of Facts and Theories

Our office represents the above-named Aggrieved Employee. Mr. Santana worked for GHS Landscaping as a non-exempt employee from approximately July 2021 until approximately February

2025. He filed a proposed Unfair Competition Act class action lawsuit, alleging violations of the Labor Code and Industrial Welfare Commission (IWC) orders and intend to seek penalties in the suit on behalf of the Aggrieved Employee and others similarly situated.

GHS Landscaping Inc. is a California corporation with its principal place of business in El Sobrante, California. GHS Landscaping Inc has an “A” General Engineering license and a “C27” Landscaping license and provides landscaping, hardscaping and general engineering services on residential and commercial properties throughout California.

Carrijo Family Enterprises LLC is a California limited liability company with its principal place of business in El Sobrante, California. Carrijo Family Enterprises is a management company. Both entities, GHS Landscaping Inc. and Carrijo Family Enterprises LLC, operate from the same address at 4800 Appian Way, El Sobrante, California.

Danilo Batista Carrijo is the owner and officer of GHS Landscaping Inc. and Carrijo Family Enterprises. He is the CEO, Secretary, CFO of GHS Landscaping Inc, and the only member and CEO of Carrijo Family Enterprises LLC.

Individual Liability of Danilo Batista Carrijo under Labor Code § 558.1

Mr. Carrijo is and was at all time relevant, owner and/or director and/or officer and/or managing agent of GHS Landscaping Inc. and Carrijo Family Enterprises LLC and while acting in this capacity caused said companies to violate provisions of the Labor Code and IWC Wage Order 16 with respect to Mr. Santana and other Aggrieved Employees. Thus, pursuant to Labor Code § 558.1, Mr. Carrijo is jointly and severally liable for the violations alleged herein.

Joint Employer, Integrated Enterprise, and Alter Ego Theories of Liability

Mr. Carrijo and Carrijo Family Enterprises LLC control GHS Landscaping Inc.’s day-to-day operations, including its employee pay practices, that there exists a unity of interest between GHS Landscaping Inc., Danilo Batista Carrijo and Carrijo Family Enterprises LLC, that the corporate formalities of GHS Landscaping Inc. have been disregarded, that GHS Landscaping Inc., Mr. Carrijo and Carrijo Family Enterprises LLC operated as an integrated enterprise, and that GHS Landscaping Inc., Mr. Carrijo, and Carrijo Family Enterprises LLC were joint employers of Mr. Santana and all other Aggrieved Employees. Thus, in interest of justice, Mr. Carrijo and Carrijo Family Enterprises LLC should be also held jointly and severally liable for the wage and hour violations asserted herein under both joint employer, integrated enterprise, and alter ego theories of liability.

Aggrieved Employees

The Aggrieved Employees are all current and former employees who worked for GHS in the State of California at any time beginning one year prior to the filing of this notice (the “PAGA claim period”.) The Aggrieved Employee’s allegations include, but are not limited to, violations of the statutes set forth below.

I. Failure to Pay Appropriate Wages (Regular, Overtime, and Double Time Wages)

The Aggrieved Employee allege, on his own behalf and on behalf of those similarly situated, the following violations of the California Labor Code: Labor Code §§ 200 - 203 (failure to pay wages at discharge); Labor Code § 204 (failure to pay wages for all hours worked); Labor Code § 210 (failure to pay wages); Labor Code § 256 (waiting time provision); Labor Code §§ 510-512 and IWC orders (failure to pay overtime wages); Labor Code § 558 (violations of the Labor Code and IWC orders); Labor Code §§ 1194 and 1194.2 (failure to pay minimum and overtime wages); and Labor Code §§ 1197 and 1198 (failure to pay minimum wages).

GHS employed the Aggrieved Employee to service properties from its El Sobrante, California location. The Aggrieved Employee worked shifts from 6:00 a.m. to 6:00 p.m. or even later as did other Aggrieved Employees who maintained the same schedule. Mr. Santana worked a significant number of hours for GHS, but GHS failed to pay him and other Aggrieved Employees the proper rate for all the hours worked.

GHS had and has an illegal policy and practice of paying a fixed weekly amount through a two-part payment structure: (1) a partial payment with a corresponding wage statement and (2) cash payments distributed every Friday morning when employees signed their daily timesheets. The partial payroll payment fluctuated based on Mr. Carrijo's discretion. For example, when an Aggrieved Employee was paid \$750 per week (net pay), GHS provided a wage statement showing 21.05 hours worked at a \$43.00 rate with gross wages of \$905.15 and net wages of \$750.63, paying the difference in cash. The cash difference ranged from approximately \$250 to \$1,000 per week.

These underpaid hours were never included in the Aggrieved Employees' wage statements. GHS did not pay taxes on all the hours worked and it did not pay workers' compensation premiums for the full hours worked. Additionally, GHS regularly requested the Aggrieved Employee to work more than eight hours on the field, yet failed to pay for all the hours worked, including proper overtime compensation for hours exceeding eight per day or forty per week. Furthermore, when GHS performed work on public works projects, the company failed to pay the Aggrieved Employee and other employees the proper prevailing wage rates for all hours worked on such projects.

GHS's unlawful policies and practices did not solely affect the Aggrieved Employee mentioned above, but also affected other employees.

II. Failure to Provide Accurate Wage Statements and to Keep Required Payroll Records

The Aggrieved Employee allege, on his own behalf and on behalf of those similarly situated, the following violations of the California Labor Code: Labor Code § 204 (failure to provide timely wage statements), Labor Code §§ 226 and 226.3 (failure to provide complete and accurate itemized wage statements) and Labor Code §§ 1174 and 1174.5 (failure to maintain accurate records).

GHS intentionally failed to furnish the Aggrieved Employees with timely, itemized statements that accurately reflected the actual hours worked, the actual gross wages earned, the total number of hours worked, including overtime, the actual rates paid, or the net wages earned, the meal and rest period premiums owed, and the amount of sick leave available for use as required by law. In addition, GHS willfully failed to keep required payroll records showing the actual hours worked on a daily basis

by the Aggrieved Employee. These failures did not solely affect the Aggrieved Employee mentioned above, but also affected other employees.

III. Unlawful Failure to Provide Uninterrupted Off-Duty Meal, Rest, and Recovery Periods

The Aggrieved Employee alleges, on his own behalf and on behalf of those similarly situated, the violation of the California Labor Code §§ 226.7, 558, and 1198.

Meal Period Violations. GHS systematically denied proper meal periods to the Aggrieved Employee and other workers. The Aggrieved Employee was routinely required to delay his lunch break beyond the legally mandated fifth hour of work. When Mr. Carrijo was present at jobsites, employees were prohibited from taking their required 30-minute meal breaks entirely. If Mr. Carrijo arrived during an ongoing meal break, he would force employees to immediately abandon their meals and return to work. Furthermore, despite regularly requiring employees to work more than ten hours per day, GHS failed to provide the legally mandated second 30-minute meal period with complete relief from all work duties.

Rest Break Violations. GHS maintained a systematic policy of denying rest breaks to its employees. Mr. Carrijo actively prevented workers from taking rest breaks by ordering them back to work whenever he observed them attempting to rest. On limited occasions, GHS would improperly combine both required rest periods with the lunch break, providing only a single 50-minute break instead of the separate meal and rest periods mandated by law.

Recovery Period Violations. GHS systematically failed to provide heat illness prevention protections to the Aggrieved Employees. When temperatures reached or exceeded eighty degrees Fahrenheit, GHS denied employees access to shade and preventative cool-down rest and recovery periods as required by law. The Aggrieved Employees regularly performed physically demanding concrete work for hardscaping projects throughout Contra Costa County and other counties during summer and autumn months, when temperatures frequently exceeded eighty (80) degrees Fahrenheit. Despite these hazardous working conditions, GHS neither permitted nor encouraged employees to take the legally required preventative cool-down rest and recovery periods in shaded areas. This deliberate disregard for worker safety resulted in serious health consequences, including one worker who suffered convulsions due to heatstroke at a jobsite.

These practices are in violation of Labor Code § 226.7 and Wage Order 16. These failures did not solely affect the Aggrieved Employee mentioned above, but also affected other employees.

IV. Failure to Reimburse for Business Expenses

Mr. Santana alleges, on his own behalf and on behalf of those similarly situated, the violation of the California Labor Code § 2802. GHS required him and other Aggrieved Employees to use their personal cell phone to access to their job assignments, communicate with the office and clients while performing his duties. Such expenses were for the benefit of GHS and necessary for the Aggrieved Employee to perform his jobs. This failure did not solely affect the Aggrieved Employee mentioned above, but also affected other employees.

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PAGA Notice to the LWDA

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GHS is in direct violation of numerous California wage and hour laws. We specifically ask for an investigation; or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may pursue the claims for civil penalties pursuant the statute above for the violations discussed in this letter.

Should you require anything further or have additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cristina Molteni', with a stylized flourish at the end.

Cristina Molteni
MOLTENI EMPLOYMENT LAW