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LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

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VIA CERTIFIED MAIL #7022 2410 0000 2418 4289

Return Receipt Requested

Thomas W. Kovacich

ATKINSON, ANDELSON, LOYA, RUUD & ROMO – Attorneys for West Coast Arborists, Inc

12800 Center Court Drive South, Suite 300

Cerritos, CA 90703

Re: Munoz v. West Coast Arborists, Inc.

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

To: California Labor and Workforce Development Agency; West Coast Arborists, Inc.

From: Ignacio Munoz, on behalf of himself and 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 Mr. Ignacio Munoz ("Mr. Munoz" 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

West Coast Arborists, Inc. (hereinafter "West Coast Arborists, Inc." or "Employer") is a California corporation that provides building, painting, and decorating services. Mr. Munoz was employed by Employer from on or around November 2007, until the end of employment on or around January 8, 2022.

Mr. Munoz alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1194, and 2802, by failing to pay

aggrieved employees all wages owed, including minimum wage and overtime, failing to provide rest periods, failing to provide accurate wage statements and maintain accurate payroll records, failing to pay all wages owed at end of employment, and failing to reimburse for necessary business expenditures. Mr. Munoz and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer required Mr. Munoz and aggrieved employees to arrive for work around 6:00 a.m. but did not allow them to clock in until 6:30 a.m. Additionally, Mr. Munoz and aggrieved employees were routinely paid for fewer hours than they actually worked. West Coast Arborists, Inc.'s failure to pay Mr. Munoz and aggrieved employees for all hours worked also led to an incorrect calculation of overtime pay. Additionally, Mr. Munoz and aggrieved employees were frequently paid below the applicable overtime rate for their recorded hours worked.

Employer's failure to pay minimum wage and applicable overtime rates to aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510, and 1194.

B. Employer failed to provide aggrieved employees with compliant meal periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Munoz alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Mr. Munoz alleges that he and other aggrieved employees routinely did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the eleventh (11th) hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Mr. Munoz and other aggrieved employees, regularly received late meal periods or had their meal periods interrupted to tend to work.

When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal periods. Mr. Munoz alleges he and other aggrieved employees were not compensated with premium pay for every meal period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Munoz and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked,

premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to provide pay all wages owed at the time their employment ended to aggrieved employees

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. At the time of Mr. Munoz and other aggrieved employees' separation from employment, they were entitled to wages for the time worked during the rest breaks or the premiums paid in lieu of missed/interrupted breaks. However, Employer failed to pay such wages at the end of aggrieved employees' employment.

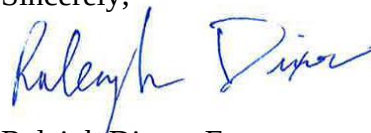
E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Munoz becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Munoz 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
Raleigh Dixon, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,

A handwritten signature in blue ink that reads "Raleigh Dixon". The signature is fluid and cursive, with the first name "Raleigh" and last name "Dixon" clearly distinguishable.

Raleigh Dixon, Esq.

MAHONEY LAW GROUP, APC