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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for PLAINTIFF RAUL GARCIA MORA,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

RAUL GARCIA MORA, on behalf of himself
and current and former aggrieved employees,

Plaintiff,

vs.

RANCHO CALIFORNIA LANDSCAPING,
INC., a California corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **23ST CV 28655**

PAGA ACTION

**PLAINTIFF RAUL GARCIA MORA'S
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR CIVIL
PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA"), LABOR
CODE SECTION 2698, et seq.**

Violation of Labor Code §2698,
et seq. (Labor Code Private
Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW Plaintiff RAUL GARCIA MORA ("Plaintiff"), who alleges and complains
against Defendants RANCHO CALIFORNIA LANDSCAPING, INC., a California corporation,
and DOES 1 to 100, inclusive (collectively "Defendants") brings this representative action as proxy
for the State of California's Labor and Workforce Development Agency ("LWDA") on behalf of
all current and former aggrieved employees of Defendants in California, hereby alleges the
following facts and claims against Defendants, and respectfully request civil penalties, all other
available relief, and a trial by jury of all issues and causes of action so triable.

1 **JURISDICTION AND VENUE**

2 1. This representative action is brought pursuant to the Labor Code §2698, et seq. The
3 civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
4 will be established according to proof at trial. The “amount in controversy” for the named Plaintiff,
5 including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro
6 rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

7 2. This Court has jurisdiction over this action pursuant to the California Constitution,
8 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
9 except those given by statute to other courts. The statutes under which this action is brought do not
10 specify any other basis for jurisdiction.

11 3. This Court has jurisdiction over Defendant because, upon information and belief,
12 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
13 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it
14 by the California courts consistent with traditional notions of fair play and substantial justice.

15 4. Venue is proper in this Court because, upon information and belief, Defendant
16 maintains offices, has agents, and/or transacts business in the State of California, including the
17 County of Los Angeles. At all relevant times, Defendant maintained its headquarters “nerve center”
18 within the State of California, County of Los Angeles.

19 **PARTIES**

20 5. Plaintiff brings this action as a representative of the Labor and Workforce
21 Development Agency on behalf of himself and other current and former employees subject to
22 violations of the Labor Code and IWC Wage Orders. The named Plaintiff and the persons on whose
23 behalf this action is filed include current, former and/or future employees of Defendants who
24 worked, work, or will work for Defendants as hourly non-exempt employees in California. At all
25 times mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen
26 of California and was employed by Defendants in an hourly non-exempt employee from on or about
27 August 2015 to on or about June 13, 2023.

1 6. Plaintiff is informed and believes and thereon alleges that Defendants RANCHO
2 CALIFORNIA LANDSCAPING, INC., a California corporation and DOES 1-25 (“Defendant
3 RANCHO CALIFORNIA LANDSCAPING”) are authorized to do business within the State of
4 California and are doing business in the State of California and/or that Defendants DOES 1-25 are,
5 and at all times relevant hereto were persons acting on behalf of Defendants in the establishment of,
6 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendants
7 RANCHO CALIFORNIA LANDSCAPING and DOES 1-25 operate in Los Angeles and employed
8 Plaintiff and other putative class members in Los Angeles County at its business located at 13801
9 So. Western Avenue, Gardena, California 90249.

10 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 26-50
11 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff that
12 employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff and
13 aggrieved employees to work, and exercised control over the wages, hours and working conditions
14 of employment of Plaintiff and aggrieved employees.

15 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-100
16 are individuals unknown to Plaintiff. Each individual Defendant is sued individually in his or her
17 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent
18 contractor and/or employee of each Defendant and participated in the establishment of, or
19 ratification of, the aforementioned illegal wage and hour practices or policies.

20 9. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
21 sues said defendants by said fictitious names, and will amend this complaint when the true names
22 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
23 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
24 named defendants is in some manner responsible for the events and allegations set forth in this
25 complaint.

26 10. Plaintiff makes the allegations in this complaint without any admission that, as to
27 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
28 reserves all of Plaintiff’s right to plead in the alternative.

PAGA ALLEGATIONS

11. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

12. At all times herein set forth, PAGA provides that any provision of law under the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in Labor Code §2699.3.

13. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

14. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by Labor Code §2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice,

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

6 16. On June 28, 2023, Plaintiff provided written notice by online submission to the LWDA
7 and by U.S. Certified Mail to Defendant RANCHO CALIFORNIA LANDSCAING, of the specific
8 provisions of the Labor Code alleged to have been violated, including the facts and theories to
9 support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65)
10 calendar days of the date of Plaintiff's notice.

11 17. Therefore, Plaintiff has satisfied the administrative prerequisites under Labor Code
12 §2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations
13 of Labor Code §201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198.

14 **GENERAL LLEGATIONS**

15 18. At all relevant times set forth herein, Defendants employed Plaintiff and other
16 aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State
17 of California (hereinafter collectively referred to as the "other aggrieved employees").

18 19. Defendants hired Plaintiff and the other aggrieved employees, and failed to
19 compensate them for all hours worked, including minimum wage and overtime wages, missed meal
20 periods or rest breaks.

21 20. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved
22 employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees'
23 employment, and to supervise their daily employment activities.

24 21. Defendants exercised sufficient authority over the terms and conditions of
25 Plaintiff's and the other aggrieved employees' employment for them to be joint employers of
26 Plaintiff and the other aggrieved employees.

27 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
28 aggrieved employees.

23. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

24. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

FACTUAL ALLEGATIONS

26. During the applicable statutory period, Defendants employed Plaintiff as a nonexempt employee from in or around August 2015 to on or about June 13, 2023.

27. **Minimum Wage:** During the applicable statutory period, Defendants have consistently failed to pay Plaintiff and other aggrieved employees all hours worked at the legal minimum wage. These practices include but not limited to:

a. During certain pay periods, “rounding down” or “shaving down” Plaintiff’s and other aggrieved employees’ punches to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and other aggrieved employees’ for this time, which would be equal to minimum wages for hours worked up to 8 hours in a day, or up to 40 hours in a week.

28. **Overtime:** During the applicable statutory period, Defendants have consistently failed to pay Plaintiff and other aggrieved employees overtime wages at the correct overtime rate. These practices include but not limited to:

a. During certain pay periods, “rounding down” or “shaving down” Plaintiff’s and other aggrieved employees’ punches to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and other aggrieved employees’ for this time, which would be equal to overtime time for hours worked in excess of 8 hours in a day, or more than 40 hours in a week.

1 29. **Meal Period:** During the applicable statutory period, Defendants have consistently
2 denied Plaintiff and other aggrieved employees an opportunity to take timely off-duty and
3 uninterrupted thirty-minute-long meal periods before the end of the fifth hour of work. Defendants
4 also did not pay Plaintiff and other aggrieved employees a premium wage equivalent to an additional
5 hour of pay at her regular rate of pay for each workday that a compliant meal period was not
6 provided.

7 30. **Rest Period:** During the applicable statutory period, Defendants consistently failed
8 to authorize and permit Plaintiff and other aggrieved employees to take timely off-duty and
9 uninterrupted ten-minute-long rest periods every four hours worked, or major fraction thereof. As a
10 result, Plaintiff and other aggrieved employees did not receive legally compliant rest periods as they
11 were untimely, on-duty, or were not taken at all.

12 31. **Vacation/PTO Wages:** During the applicable statutory period, Defendants
13 consistently failed to pay upon either termination or resignation Plaintiff and other aggrieved
14 employees their vested and accrued vacation and/or paint time off wages.

15 32. **Sick Pay:** During the applicable statutory period, Defendants failed to pay sick pay
16 to Plaintiff and other aggrieved employees at their regular rate of pay. Plaintiff and other aggrieved
17 employees received compensation in addition to hourly wages, including “bonus” pay, but those
18 additional amounts were not included when calculating sick pay wages. Instead, Defendants paid
19 Plaintiff and other aggrieved employees at their base hourly rate of pay.

20 33. **Wages During Employment:** During the applicable statutory period, Defendants
21 failed to properly pay Plaintiff and other aggrieved employees their earned wages during their
22 employment. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
24 wages owed to them during their employment. Plaintiff and the other aggrieved employees did
25 not receive payment of all wages within any time permissible under Labor Code §204.

26 34. **Wage Statements:** During the applicable statutory period, Defendants failed to
27 provide Plaintiff with accurate and complete itemized wage statements. For example, as a result of
28 alleged violations discussed above, Defendants furnished wage statements that failed to correctly

1 show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.
2 Further, Plaintiff was provided incompliant wage statements by Defendants because the hours
3 and/or rate of pay are incorrect. Because of this facial deficiency on the wage statement, Plaintiff
4 and other aggrieved employees are unable to reasonably determine whether they have been properly
5 paid for all hours worked.

6 **35. Wages Upon Separation:** During the applicable statutory period, Defendants
7 willfully failed to pay all wages owed to Plaintiff upon separation of employment. Defendants still
8 have yet to pay Plaintiff all final wages owed to her due to their failure to pay all meal and rest period
9 premium wages owed.

10 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
11 or should have known that Defendants had to keep complete and accurate payroll records for
12 Plaintiff and the other aggrieved employees in accordance with California law, but, in fact, did
13 not keep complete and accurate payroll records.

14 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
15 or should have known that they had a duty to compensate Plaintiff and the other aggrieved
16 employees pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
18 to Plaintiff and the other aggrieved employees that they were properly denied wages, all in order
19 to increase Defendants' profits.

20 38. At all material times set forth herein, Defendants failed to pay Plaintiff and the other
21 aggrieved employees at least minimum wages for all hours worked.

22 39. At all material times set forth herein, Defendants failed to pay overtime wages to
23 Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were
24 required to work more than eight (8) hours per day and/or forty (40) hours per week without
25 overtime compensation.

26 40. At all material times set forth herein, Defendants failed to provide timely off-
27 duty and uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.
28

41. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, Labor Code §204.

42. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

43. At all material times set forth herein, Defendants failed to pay Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

44. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees.

45. At all material times set forth herein, Defendants failed to pay sick pay at the correct rate.

46. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

47. Labor Code §218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

GENERAL ACT OF 2004, LABOR CODE §2698, et seq.

(By Plaintiff As Against All Defendants and Doe Defendants)

48. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

49. PAGA expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

50. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

51. Pursuant to Labor Code §2698, *et seq.*, Plaintiff seeks to recover all applicable civil penalties, reasonable attorneys' fees and costs, and all other available relief permitted under the PAGA through a representative action on behalf of the State of California's LWDA for all aggrieved employees, including himself, that work or worked for Defendants during the relevant time period.

52. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative action is not subject to the formalities required of a class action and class certification of PAGA claims is not required.

53. Plaintiff's representative action alleges violations of certain Labor Code §that are listed within Labor Code §2699.5. Accordingly, Labor Code §2699.3(a) applies to this action, and Labor Code §2699.3(b)-(c) do not apply.

54. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by Labor Code §2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum Wages

55. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by Labor Code §1194, 1197 and 1197.1.

Failure to Pay Overtime

56. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by Labor Code §§510 and 1198.

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1 unlawful and/or unfair activity prohibited by Labor Code §246.

2 64. Pursuant to Labor Code §2699, Plaintiff, individually, and on behalf of all aggrieved
3 employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees
4 and costs pursuant to Labor Code §218.5, as well as all penalties pursuant to PAGA against
5 Defendants, and each of them, including but not limited to:

- 6 a. Penalties under Labor Code §2699 in the amount of a hundred dollars (\$100)
7 for each aggrieved employee per pay period for the initial violation, and two
8 hundred dollars (\$200) for each aggrieved employee per pay period for each
9 subsequent violation;
- 10 b. Penalties under California Code of Regulations Title 8 §11010 et seq. in the
11 amount of fifty dollars (\$50) for each aggrieved employee per pay period for
12 the initial violation, and one hundred dollars (\$100) for each aggrieved
13 employee per pay period for each subsequent violation;
- 14 c. Penalties under Labor Code §210 in addition to, and entirely independent and
15 apart from, any other penalty provided in the Labor Code in the amount of a
16 hundred dollars (\$100) for each aggrieved employee per pay period for the
17 initial violation, and two hundred dollars (\$200) for each aggrieved employee
18 per pay period for each subsequent violation; and
- 19 d. Any and all additional penalties and sums as provided by the Labor Code
20 and/or other statutes.

21 65. Pursuant to Labor Code §2699(i), civil penalties recovered by aggrieved employees
22 shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce
23 Development Agency for the enforcement of labor laws and education of employers and employees
24 about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

25 66. At all material times, Defendants were Plaintiff and all other aggrieved employees'
26 employers, or persons acting on their behalf, within the meaning of Labor Code §558, who violated
27 or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating
28 hours and days of work in the applicable IWC Wage Order and, as such, are subject to civil penalties

1 for each underpaid employee as set forth in Labor Code §558. The civil penalties provided for under
2 Labor Code §558 are in addition to any other civil penalty provided by law.

3 67. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
4 pursuant to Labor Code §210, 218.5 and 2699 and any other applicable statute.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant
7 to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and
8 severally, in excess of twenty-five thousand dollars (\$25,000):

9 **ON THE FIRST CAUSE OF ACTION:**

- 10 1. For all civil penalties authorized by Labor Code §2698, *et seq.*;
- 11 2. For civil penalties under Labor Code §226.3 in the amount two hundred fifty dollars
12 (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per
13 aggrieved employee for each subsequent violation;
- 14 3. For civil penalties under Labor Code §2699(f), for Labor Code violations without a
15 specific civil penalty, in the amount of one hundred dollars (\$100) for each aggrieved employee per
16 pay period for each initial violation and two hundred dollars (\$200) for each aggrieved employee
17 per pay period for each subsequent violation;
- 18 4. For civil penalties under Labor Code §558, as follows: (1) for an initial violation,
19 fifty 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 underpaid
21 employee for each pay period for which the employee was underpaid;
- 22 5. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
23 §2699(g), or other applicable laws;

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- 1 6. For pre-judgment and post-judgment interest as provided by law; and
2 7. For such additional relief as this Court may deem just and proper.

3
4 Dated: November 22, 2023

Respectfully submitted,
E&L, LLP

By: _____

David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for Plaintiff,
RAUL GARCIA MORA on behalf of himself
and current and former aggrieved employees

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

Dated: November 22, 2023

Respectfully submitted,
E&L, LLP

By: _____

David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for Plaintiff,
RAUL GARCIA MORA on behalf of himself
and current and former aggrieved employees