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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

JACOB MCCULLOUGH, JOAQUIN
MORALES, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

WRIGHT TREE SERVICE, INC., an Iowa
corporation; WRIGHT TREE SERVICE OF
THE WEST, INC., an Iowa corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV-0203309

Honorable Stephen H. Baker
Department 64

CLASS ACTION

**DECLARATION OF PAUL K.
HAINES IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 15, 2025
Time: 8:30 a.m.
Department: 64

Complaint Filed: September 26, 2023
Trial Date: None Set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of the law firm Haines Law Group, APC, and
3 counsel for the named Plaintiff Joaquin Morales and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification; drafting
27 motions for decertification following class certification; conducting exposure analyses to assess
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the
2 primary contact to in-house counsel; deposing named plaintiffs and putative class members;
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
4 short, I played an integral role in all aspects of litigation from the inception of a matter through
5 and beyond class certification. I also supervised the work of several junior attorneys who were
6 staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
12 performed the same job duties as described in the immediately preceding paragraph. In addition
13 to working on wage and hour class actions, I also worked on a number of “hybrid” actions
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well
15 as California-specific claims under Rule 23 of the Rules of Civil Procedure.

16 6. In July 2012, I transitioned into litigating wage and hour class actions from the
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
18 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
19 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
20 and I am currently responsible for prosecuting over one hundred (100) wage and hour class
21 actions filed in both State and Federal courts throughout California. I have been appointed as
22 Class Counsel in over two hundred (200) wage and hour class action settlements in state and
23 federal courts within California. A few examples of the matters in which I have been appointed
24 as Class Counsel, all of which have been granted final approval, include the following: *Sanchez*
25 *v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Hon.
26 John Shepard Wiley, Jr., presiding; *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-
27 3170 JFW (Ex), United States District Court, Central District of California, Hon. John F. Walter
28 presiding; *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, Santa

1 Clara County, Hon. Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712
2 HSG, United States District Court, Northern District of California, Hon. Haywood S. Gilliam, Jr.
3 presiding; *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior
4 Court, County of San Luis Obispo, Hon. Charles S. Crandall presiding; *Nunez v. CompuCom*
5 *Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Hon. John
6 Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No.
7 BC615310, Superior Court of California, County of Los Angeles, Hon. Elihu M. Berle presiding;
8 *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4:16-cv-00784-KAW, United States
9 District Court, Northern District of California, Hon. Kandis A. Westmore presiding.

10 7. I have also moved to certify and have received an order certifying a class action
11 and/or conditionally certifying a collective action, in the following cases:

- 12 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-
13 CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
14 Gail A. Andler, presiding (certifying a class of employees who were misclassified
15 as independent contractors);
- 16 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),
17 United States District Court, Central District of California, Honorable Judge
18 Beverly Reid O'Connell, presiding (conditionally certifying an unpaid FLSA
19 overtime wage class);
- 20 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
21 States District Court, Central District of California, Honorable Judge John F.
22 Walter, presiding (certifying a rest period violation class and conditionally
23 certifying a FLSA unpaid overtime wage class);
- 24 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District
25 Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr.,
26 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 27 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United
28 States District Court, Eastern District of California, Honorable Jennifer L.

Thurston, presiding (conditionally certifying an unpaid FLSA overtime wage class);

- *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster, presiding (certifying unpaid overtime wage class and waiting time penalty class);

- *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Glenda Sanders, presiding (certifying piece rate pay plan classes, expense reimbursement class, wage statement class, and waiting time penalties class);

- *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations);

- *Vasquez v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States District Court, Southern District of California, Honorable William Q. Hayes presiding (certifying classes for automatic meal period deductions, manual time deductions, late meal periods, and derivative wage statement and waiting time penalties);

- *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United States District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations);

- *Barbara J. Bowlin-Burdick v. Life Care Centers of America, Inc.*, Case No. BC657139, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (certifying classes for late meal period violations, on-remises rest period

violations, wage statement violations, and waiting time violations);

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying a wage statement class);
- *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding (certifying classes for rest period violations, meal period violations, on-call pay violations, wage statement violations, and waiting time violations);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties);
- *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

8. In 2015-2017, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year. In 2018-2023, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

9. In approximately 2018, I was selected to be a member of the Los Angeles Superior

1 Court, Complex Civil Department Ad Hoc Wage and Hour Committee, which was chaired by the
2 Honorable Judge Amy D. Hogue and Honorable Judge David S. Cunningham. The committee
3 was comprised of 8 plaintiff's attorneys and 8 defense attorneys, and was consulted for
4 recommendations regarding wage and hour class action cases, including preparing model class
5 action and PAGA action settlement agreements which are now publicly available at
6 <http://www.lacourt.org/forms/all>

7 10. Sean M. Blakely, who is also counsel of record for Plaintiff Morales in this matter,
8 is a 2008 graduate of Southwestern Law School. Mr. Blakely was admitted to the California State
9 Bar in September 2009. Since that time, Mr. Blakely has practiced almost exclusively in the area
10 of employment litigation, with significant experience prosecuting wage and hour class and
11 representative PAGA actions. Mr. Blakely has been an attorney at my law firm since November
12 2016 and is currently staffed on more than sixty (60) active wage and hour class actions in which
13 he plays a significant role. Mr. Blakely has been appointed as class counsel in dozens of wage
14 and hour class action settlements in state and federal courts throughout California. In addition,
15 Mr. Blakely was named as class counsel in the *Ontiveros*, *Vasquez*, and *McDonald* actions listed
16 in Paragraph 7 of my declaration. In each year from 2018 through 2023, Thomson Reuters and
17 Los Angeles Magazine recognized Mr. Blakely as a Top Young Attorney in Southern California
18 in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than
19 two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each
20 year. In 2024 and 2025, Thomson Reuters recognized Mr. Blakely as a "Super Lawyer" in the
21 annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys
22 in Southern California each year.

23 11. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been
24 intimately involved in this case, and I believe that the proposed Settlement is an excellent result
25 for the Settlement Class.

26 12. On October 24, 2023, Plaintiff Joaquin Morales, through my office, filed a class
27 action complaint against Defendant Wright Tree Service of the West, Inc. in Marin County
28 Superior Court, Case No. CV0001290, in the matter entitled *Joaquin Morales v. Wright Tree*

1 *Service of the West, Inc.* (“*Morales* Action”). Plaintiff Morales asserted the following causes of
2 action on a classwide basis: (1) minimum wage violations; (2) failure to pay all overtime wages;
3 (3) failure to pay reporting time pay; (4) meal period violations; (5) rest period violations; (6)
4 failure to reimburse for all necessary business expenditures; (7) wage statement penalties; (8)
5 waiting time penalties; and (9) unfair competition in violation of California Business and
6 Professions Code section 17200, *et seq.* On October 24, 2023, Plaintiff Morales sent his
7 notification letter to the Labor & Workforce Development Agency (“LWDA”) under the Private
8 Attorneys General Act (“PAGA”), Cal. Labor Code § 2698 *et seq.* Attached hereto as **Exhibit A**
9 is a true and correct copy of Plaintiff Morales’ October 24, 2023 LWDA Letter.

10 13. After filing the *Morales* Action, my office was made aware of the following related
11 class and representative actions: *Jacob McCullough v. Wright Tree Service, Inc., et al.*, Shasta
12 County Superior Court, Case No. 23CV-0202839 (the “*McCullough* Class Action”), filed on July
13 31, 2023; and *Jacob McCullough v. Wright Tree Service, Inc., et al.*, Shasta County Superior
14 Court, No. 23CV-0203309 (the “*McCullough* PAGA Action”), filed on September 26, 2023. The
15 *McCullough* Class Action and *McCullough* PAGA Action were both brought against Defendants
16 Wright Tree Service, Inc. and Wright Tree Service of the West, Inc. (“Defendants”). The
17 *McCullough* Class Action was removed by Defendants to the United States District Court for the
18 Eastern District of California, Case No. 2:23-CV-01927, on September 8, 2023.

19 14. On November 21, 2023, my office filed a Motion to Intervene on behalf of Plaintiff
20 Morales in the *McCullough* Class Action. Plaintiff Morales’ Motion to Intervene was withdrawn
21 on December 4, 2023. Subsequently, on December 29, 2023, Plaintiff Morales filed a First
22 Amended Class and Representative Action Complaint in the *Morales* Action adding a cause of
23 action for civil penalties under the PAGA. On January 11, 2024, Defendant Wright Tree Service
24 of the West, Inc. removed the *Morales* Action to the United States District Court for the Northern
25 District of California, Case No. 3:24-CV-00216-LB (later changed to 3:24-cv-00216-EMC).

26 15. In connection with mediation, Defendants provided Plaintiffs with timekeeping
27 and payroll records for a sampling of the putative class, Defendants’ relevant written policies and
28 procedures, relevant Collective Bargaining Agreements, and relevant data points including the

1 number putative class members, the number of aggregate workweeks worked during the Class
2 Period, and the number of aggregate pay periods worked during the PAGA period. My office
3 conducted a comprehensive analysis and extrapolation of the payroll and timekeeping data
4 produced by Defendants to create a detailed exposure analysis for all claims at issue. This
5 discovery allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of
6 certification of Plaintiffs' claims, and Defendants' potential defenses.

7 16. On December 28, 2023, the parties in the *McCullough* Class Action, *McCullough*
8 PAGA Action, and the *Morales* Action attended a private mediation with Steven Rottman, Esq.,
9 a well-respected wage and hour class action mediator, in an attempt to reach a global class and
10 representative PAGA settlement of all three Actions. During mediation, the parties vigorously
11 debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the
12 legal basis for the claims and defenses. With the assistance of Mr. Rottman, the Parties were
13 ultimately able to reach a global settlement to resolve the Actions.

14 17. Under the proposed Settlement in this case, uncashed funds will be sent to the
15 proposed *cy pres* recipient Court Appointed Special Advocates of Shasta County. Neither I nor
16 any attorney at my law firm have any personal and/or financial interest and/or connection with
17 Court Appointed Special Advocates of Shasta County.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed on May 23, 2025, at El Segundo, California.

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Paul K. Haines

EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 24, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Joaquin Morales v. Wright Tree Service of the West Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Joaquin Morales (“Mr. Morales”) in claims arising from his employment with Wright Tree Service of the West Inc.; and Does 1 through 100 (collectively “Wright Tree Service”). Mr. Morales is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Wright Tree Service’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Wright Tree Service provides vegetation management, storm restoration, and work planning services to utility companies and their communities across North America. Mr. Morales worked for Wright Tree Service in the non-exempt job position of “Top Climber” (or similarly titled position), from approximately April 2019, until approximately July 3, 2023.

During Mr. Morales’ employment with Wright Tree Service, Mr. Morales was not paid for all hours he actually worked. Specifically, Wright Tree Service required Mr. Morales and other aggrieved employees to meet at the company yard by no later than 7:00 a.m. for roll call prior to driving out to their respective work sites. During this time, Mr. Morales and other aggrieved employees were not allowed to clock in for their shifts, but instead a supervisor would almost always record their starting times as exactly 7:00 a.m., such that Mr. Morales and other aggrieved employees were not paid for the time spent at the yard and/or driving to their worksites. Similarly, Mr. Morales and other aggrieved employees had to drive back to the company yard while off the clock after the completion of their work without being compensated for this additional time as their supervisors would almost always record 3:30 p.m. as the ending of the shift. As a result, Wright Tree Service required Mr. Morales and other aggrieved employees to perform work while off-the-clock, and Wright Tree Service failed to compensate Mr. Morales and other aggrieved employees for all minimum and overtime wages owed.

Upon information and belief, Wright Tree Service has failed to compensate Mr. Morales and other aggrieved employees for all required reporting time pay. For example, Mr. Morales was required to report to the company yard by 7:00 a.m. each day but on occasions he was sent home due to inclement weather. When this happened to Mr. Morales or to other aggrieved employees, upon information and belief, Wright Tree Service did not compensate Mr. Morales or other aggrieved employees for at least two hours of work and/or half of their usually scheduled hours at their regular rate of pay. Mr. Morales alleges that this policy and practice is in violation of the reporting time pay requirements under California law, including Wage Order 5, § 5, and as a result, Wright Tree Service has failed to pay Mr. Morales and other aggrieved employees for all required reporting time pay.

Mr. Morales often worked over eight (8) hours per workday and/or more than forty (40) hours per workweek but did not receive overtime compensation equal to one and one-half times his regular rate of pay for working overtime hours. Specifically, Wright Tree Service paid Mr. Morales and other aggrieved employees Per Diem pay and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). However, Wright Tree Service failed to properly calculate Mr. Morales' and other aggrieved employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

Throughout Mr. Morales' and other aggrieved employees' employment with Wright Tree Service, Mr. Morales and other aggrieved employees were not provided with a full 30 minutes of net rest for their meal periods. Additionally, Mr. Morales and other aggrieved employees were not always provided with meal periods commencing before the end of the fifth hour of work, especially due to the nature of the work which often had them up in trees performing work when the fifth hour of work passed. Wright Tree Service also failed to provide Mr. Morales and other aggrieved employees with a second duty free full 30 minutes of net rest meal period for shifts of over 10.0 hours in violation of California law. Further, on those occasions when Wright Tree Service failed to provide a legally complaint meal period to Mr. Morales and other aggrieved employees, Wright Tree Service failed to always compensate Mr. Morales and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Morales and other aggrieved employees were also not authorized and permitted to take all legally required and compliant rest periods because Wright Tree Service failed to provide at least 10 minutes of net rest in an area appropriate for rest away from the workstation. Specifically, as a result of the work demands imposed by Wright Tree Service, Wright Tree Service did not authorize and permit one rest period for every four hours worked, or major fraction thereof, as aggrieved employees were often working up in a tree and unable to take a rest period. On those occasions when Mr. Morales and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Wright Tree Service failed to compensate Mr. Morales and other

aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

During Mr. Morales' employment with Wright Tree Service, Mr. Morales and other aggrieved employees were required to use their personal cellular phones to communicate with other employees, managers/supervisors, and/or customers. Mr. Morales and other aggrieved employees were also required to provide and wear special "Logger Boots" to prevent electric shock and to supply and wear their own gloves and rain gear. Wright Tree Service knew or should have known that Mr. Morales and other aggrieved employees were necessarily incurring expenses due to the use of their personal cellular phones, "Logger Boots," gloves, and rain gear in the direct discharge of their duties. Yet, despite the necessity of Mr. Morales and other aggrieved employees using their personal cellular phones, "Logger Boots," gloves, and rain gear for work activities and Wright Tree Service knowing or should have knowing about same, Wright Tree Service failed to reimburse Mr. Morales and other aggrieved employees for these necessary business expenditures.

Throughout Mr. Morales' employment with Wright Tree Service, Wright Tree Service failed to properly incorporate the value of earned Incentive Pay into the regular rate of pay when calculating employees' sick time pay. Instead, Wright Tree Service paid Mr. Morales and other aggrieved employees at their base rates of pay for sick time pay earned, in violation of California law.

As a result of Wright Tree Service's failure to compensate Mr. Morales and other aggrieved employees for all minimum and overtime wages, meal and rest period premium wages, and sick pay, Wright Tree Service maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. Additionally, upon information and belief, Mr. Morales alleges that Wright Tree Service issued facially deficient wage statements because it failed to include the amount of sick hours accrued and available for Mr. Morales and other aggrieved employees.

As a further result of Wright Tree Service's failure to pay all minimum and overtime wages, meal and rest period premium wages, failure to pay all sick time pay at the correct rate of pay, and failure to reimburse for necessary business expenditures, Wright Tree Service failed to pay all wages to Mr. Morales and other formerly employed non-exempt employees at the separation of their employment.

Minimum Wage Violations

Wright Tree Service was required to pay Mr. Morales and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, Wright Tree Service failed to conform its pay practices to the requirements of the law by failing to pay Mr. Morales and other aggrieved employees for all hours worked, including, but not limited to, all hours they were subject to the control of Wright Tree Service and/or suffered or permitted to work under the California Labor Code and Wage

Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Morales and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Wright Tree Service was required to properly pay Mr. Morales and other aggrieved employees for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 5 § 3. As alleged above, Wright Tree Service caused Mr. Morales and other aggrieved employees to work overtime hours but failed to credit these employees with all overtime hours actually worked. Additionally, Wright Tree Service caused Mr. Morales and other aggrieved employees to work overtime and/or double-time hours but did not properly compensate Mr. Morales and other aggrieved employees at one and one-half times their regular rate of pay (or double-time, in the case of double-time hours) for such hours. As a result of these policies/practices, Mr. Morales and other aggrieved employees were not compensated for all overtime and double-time wages.

Reporting Time Pay Violations

As alleged herein, Wright Tree Service has failed to pay Mr. Morales and other aggrieved employees with reporting time pay on those occasions when they were owed reporting time pay under California law. Wright Tree Service's failure to pay reporting time pay violated Labor Codes §§ 1198-1199 and Wage Order 5, § 5.

Meal Period Violations

As alleged above, Wright Tree Service failed to provide Mr. Morales and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Morales and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Wright Tree Service also failed to authorize and permit Mr. Morales and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Mr. Morales and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare

Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.").

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Wright Tree Service failed to reimburse Mr. Morales and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones, "Logger Boots," gloves, and rain gear for business purposes. Wright Tree Service's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Morales and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Failure to Pay Sick Pay at Correct Rate

Labor Code § 246 requires that an employer pays its employees who work 30 or more days within a year from commencement of employment for paid sick leave at an employee's regular rate of pay. As a result of Wright Tree Service's failure to include all Incentive Pay in its calculation of the regular rate of pay for overtime purposes, Wright Tree Service violated Labor Code § 246.

Wage Statement Violations

Wright Tree Service was required to furnish Mr. Morales and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the address of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Wright Tree Service's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Wright Tree Service maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Morales and other aggrieved employees in violation of Labor Code § 226. Wright Tree Service's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Morales and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Wright Tree Service failed to timely pay Mr. Morales and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Wright Tree Service's failure to

pay all final wages due to Mr. Morales and other aggrieved employees was willful and, consequently, entitles Mr. Morales and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Wright Tree Service failed to pay their final wages after their separation, up to a maximum of thirty days.

As an “aggrieved employee,” Mr. Morales will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Morales’s own investigation, and on information and belief, Wright Tree Service committed and continues to commit the following Labor Code violations:

- a. Wright Tree Service violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Morales and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Wright Tree Service violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Morales and other aggrieved employees all overtime compensation earned;
- c. Wright Tree Service has violated Labor Code §§ 204 and 1198 by failing to pay all reporting time pay owed to Mr. Morales and other aggrieved employees;
- d. Wright Tree Service violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Morales and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- e. Wright Tree Service violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Morales and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Morales and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- f. Wright Tree Service violated Labor Code § 2802 by failing to reimburse Mr. Morales and other aggrieved employees for necessary work expenditures;
- g. Wright Tree Service violated Labor Code §§ 246, 558, and 1198 by failing to pay Mr. Morales and other aggrieved employees sick pay at their respective regular rates of pay;
- h. Wright Tree Service violated Labor Code § 226 by failing to furnish Mr. Morales and other aggrieved employees with accurate and compliant itemized wage statements;

- i. Wright Tree Service violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Morales and other aggrieved employees; and
- j. Wright Tree Service violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Morales and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Wright Tree Service if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Wright Tree Service of the West Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 10/25/2023

HAINES LAW GROUP:

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WRIGHT TREE SERVICE OF THE WEST INC

C/O: AMANDA GARCIA AGENT FOR SERVICE OF PROCESS

330 N BRAND BLVD STE 700

GLENDALE CA 91203-2336

JR



Mailer: Haines Law Group

Date Produced: 10/30/2023

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