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RAMIREZ

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

RAUL LOPEZ RAMIREZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

LANDSCAPES UNLIMITED, LLC, a
Nebraska Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: **24STCV12695**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff RAUL LOPEZ RAMIREZ (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant LANDSCAPES UNLIMITED, LLC
6 and Does 1 through 10 (LANDSCAPES UNLIMITED, LLC and Does 1 through 10 are
7 collectively referred to as “Defendants”) for civil penalties under the Private Attorneys General
8 Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’
9 failure to pay all wages due in violation of Labor Code Sections 204, 510 and 1194, including
10 both regular and overtime wages; failure to pay sick leave and provide employees with written
11 notice of accrued sick leave in violation of Labor Code Section 246; failure to pay for all unused
12 vested vacation at termination of employment in violation of Labor Code Section 227.3; failure
13 to provide meal periods or compensation in lieu thereof pursuant to Labor Code Sections 226.7
14 and 512, the applicable Industrial Welfare Commission Wage Orders, and Code of Regulations,
15 Title 8, Section 11000 *et seq.*; failure to provide rest periods or compensation in lieu thereof
16 pursuant to Labor Code Sections 226.7 and 512, the applicable Industrial Welfare Commission
17 Wage Orders, and Code of Regulations, Title 8, Section 11000 *et seq.*; failure to provide accurate
18 itemized wage statements upon payment of wages pursuant to Labor Code Sections 226,
19 subdivision (a), 1174, and 1175; failure to reimburse for necessary expenditures pursuant to
20 Labor Code Section 2802; failure to pay wages of terminated or resigned employees pursuant to
21 Labor Code Sections 201, 202, and 203.

22 2. For over 50 years, California’s courts and legislature have recognized that this
23 state’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
24 Wages are not ordinary debts. Because of the economic position of the average worker and his or
25 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
26 employees are promptly paid the minimum/overtime wages that the Legislature has required for
27 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
28 criminalized certain types of violations. In extending extra protection to deter violations of these

1 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
2 other damages other than civil penalties—California has enacted the PAGA to permit an
3 individual to bring an action on behalf of himself and on behalf of others for PAGA penalties
4 only, which is the precise and sole nature of this action.

5 3. All California non-exempt hourly employees during the relevant statutes of
6 limitations who are or were harmed by Defendants’ illegal practices are “Aggrieved Employees.”

7 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
8 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the
9 State of California. Plaintiff does not seek to recover anything other than penalties as permitted
10 by California Labor Code Section 2699 at this time. To the extent that statutory violations are
11 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
12 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
13 declaratory relief, and injunctive relief for himself, and all aggrieved employees as permitted by
14 the PAGA.

15 5. Defendants own/owned and operate/operated an industry, business, and
16 establishment within the State of California, including Los Angeles County. As such, and based
17 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
18 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
19 Commission (“IWC”), and the California Business & Professions Code.

20 6. Despite these requirements, throughout the statutory period Defendants maintained
21 a systematic, company-wide policy and practice of:

22 (a) Failing to pay all wages;

23 (b) Failing to authorize and permit employees to take timely and duty-free rest periods
24 in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an
25 additional hour’s pay for each workday a rest period violation occurred;

26 (c) Failing to authorize and permit employees to take timely and duty-free meal
27 periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay
28 an additional hour’s pay for each workday a meal period violation occurred;

- 1 (d) Failing to maintain accurate records of the hours employees worked;
- 2 (e) Failing to pay employees all meal period, rest period, straight time and overtime
- 3 wages due within the time period specified by California law when employment terminates; and
- 4 (f) Failing to provide employees with accurate, itemized wage statements containing
- 5 all the information required by the California Labor Code and IWC Wage Orders;
- 6 (g) Failing to provide with paid sick leave and written notice of paid sick leave
- 7 available required by California Labor Code;
- 8 (h) Failing to pay for all unused vested vacation at termination of employment.

9 7. On information and belief, Defendants, and each of them were on actual and

10 constructive notice of the improprieties alleged herein and intentionally refused to rectify their

11 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were

12 willful and deliberate.

13 8. At all relevant times, Defendants were and are legally responsible for all of the

14 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

15 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,

16 Defendants are responsible for each of the unlawful acts or omissions complained of herein under

17 the doctrine of "respondeat superior".

18 **THE PARTIES**

19 **A. Plaintiff**

20 9. Plaintiff RAUL LOPEZ RAMIREZ is a California resident that worked for

21 Defendants in California including in Los Angeles County at as a machine operator from

22 approximately 2010 to March 11, 2024.

23 **B. Defendants**

24 10. Plaintiff is informed and believes, and based upon that information and belief

25 alleges, that Defendant LANDSCAPES UNLIMITED, LLC is:

26 (a) A Nebraska Limited Liability Company doing business in California including

27 Los Angeles County.

28 (b) The former employer of Plaintiff, and the current and/or former employer of the

Aggrieved Employees' group.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendants, directly or indirectly, or through agents or other persons, employed Plaintiff and the other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendants acted pursuant to and within the scope of the relationships alleged above, that each Defendants knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

GENERAL ALLEGATIONS

14. Plaintiff RAUL LOPEZ RAMIREZ worked for Defendants in California including Los Angeles County, as a machine operator from approximately 2010 to March 11, 2024. At all times Defendants classified Plaintiff as non-exempt. During the statutory time period, Plaintiff

1 was typically scheduled to work 6 days in a workweek, and typically over 8 hours in a single
2 workday.

3 15. Throughout Plaintiff's employment, Defendants committed numerous labor code
4 violations under state law. As discussed below, Plaintiff's experience working for Defendants
5 was typical and illustrative.

6 16. Under California law, an employer must pay for all hours worked by an employee.
7 "Hours worked" is the time during which an employee is subject to the control of an employer
8 and includes all the time the employee is suffered or permitted to work, whether or not required
9 to do so.

10 17. In addition, Labor Code § 510 provides that employees in California shall not be
11 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
12 they receive additional compensation beyond their regular wages in amounts specified by law.

13 18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
14 be employed more than eight hours in any workday unless they receive additional compensation
15 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
16 that the employment of an employee for longer hours than those fixed by the Industrial Welfare
17 Commission is unlawful.

18 19. Throughout the statutory period, Defendants maintained a policy and practice of
19 failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants regularly
20 used a system of time rounding in a manner that resulted, over a period of time, in failing to
21 compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually
22 worked, even though the realities of Defendants' operations are such that it is possible, practical,
23 and feasible to count and pay for work time to the minute. Accordingly, Defendants frequently
24 paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid
25 work also should have been paid at the overtime rate. Throughout the statutory period,
26 Defendants failed to maintain accurate time records and falsified Plaintiff's and the Aggrieved
27 Employees' time records. Plaintiff and the Aggrieved employees were only required to sign
28 under a blank timesheet at the beginning of their shifts. Plaintiff's and the Aggrieved Employees

1 supervisors would later complete the timesheets with the scheduled shift time worked by Plaintiff
2 and the Aggrieved Employees as opposed to Plaintiff and the Aggrieved Employees clocking in
3 and out electronically or recording their actual time on a handwritten timesheet. Plaintiff and the
4 Aggrieved Employees were regularly required to arrive at least thirty minutes earlier than their
5 scheduled start time of the shift to be able to attend the team meetings prior to start of their shifts.
6 Additionally, Plaintiff and the Aggrieved Employees were also required to work beyond their
7 scheduled shift hours at the end of the shift by walking to the Defendants' shop to store the
8 machine key and other tools prior to leaving Defendants' premises. Defendants refused to permit
9 Plaintiff and the Aggrieved Employees to personally record their actual time, and while
10 recording Plaintiff's and the Aggrieved Employees time instead of them, falsified the time
11 records by inputting not more than scheduled eight hours in a single day, despite the fact that
12 Plaintiff and the Aggrieved Employees regularly worked in excess of eight hours per day,
13 depriving Plaintiff and the Aggrieved Employees of wages, including overtime wages. In doing
14 so, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved
15 Employees worked.

16 20. Under California law, employers have an affirmative obligation to relieve
17 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than
18 the start of sixth hour of work in a workday, and to allow employees to take their second 30-
19 minute, duty-free meal period no later than the start of the eleventh hour of work in the workday.
20 Further, employees are entitled to be paid one hour of additional wages for each workday they
21 were not provided with all required meal period(s). Despite these legal requirements, Defendants
22 wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal
23 periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess
24 of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted,
25 duty-free meal period for every five hours of work, or without compensating Plaintiff and the
26 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
27 work or tenth hour of work. Defendants did not instruct and allow Plaintiff and the Aggrieved
28 Employees to record their meal periods. Plaintiff is not aware whether his supervisor would fill

1 in the meal period time in the blank timesheets he was required to sign. As a result of the off-the
2 clock work prior to the start of the shift, Plaintiff and the Aggrieved Employees would regularly
3 take their first meal periods after the end of the fifth hour. Most importantly, Defendants
4 wrongfully required Plaintiff and the Aggrieved employees to combine their 30-minute first meal
5 periods with their first rest periods and have one 45- minute combined meal and rest break
6 instead of taking separate meal periods and separate rest periods. Accordingly, Defendants'
7 policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in
8 compliance with California law.

9 21. Employers are required by California law to authorize and permit breaks of 10
10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
11 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
12 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
13 itself a violation of California's rest break laws.

14 22. Defendants, however, wrongfully failed to authorize and permit Plaintiff and the
15 Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required
16 Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without
17 Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted,
18 rest period for every four hours of work (or major fraction of four hours), or without
19 compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or
20 permitted. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their
21 right to take a rest period. Moreover, Defendants did not have adequate policies or practices
22 permitting or authorizing rest periods for Plaintiffs and the Aggrieved Employees, nor did
23 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
24 did not schedule rest periods every 4 hours or a major fraction. Instead, Defendants wrongfully
25 required Plaintiff and the Aggrieved employees to combine their 30-minute first meal periods
26 with their first rest periods and to take combined one 45-minute first meal and rest break instead
27 of taking separate meal periods and separate rest periods. Plaintiff and the Aggrieved Employees
28 have never been authorized and taken their third rest periods. Most importantly, Plaintiff and the

1 Aggrieved Employees were not allowed to leave the work premises during their rest periods.
2 Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to
3 work through rest periods and to not authorize or permit them to take any rest periods.

4 23. Labor Code section 1198 makes it illegal to employ an employee under conditions
5 of labor that are prohibited by the applicable wage order. California Labor Code section 1198
6 requires that "... the standard conditions of labor fixed by the commission shall be the ...
7 standard conditions of labor for employees. The employment of any employee ... under
8 conditions of labor prohibited by the order is unlawful. California Code of Regulations, Title 8,
9 section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable
10 seats when the nature of the work reasonably permits the use of seats."

11 24. California Labor Code § 2802 requires employers to reimburse employees for their
12 necessary expenditures and losses incurred in direct consequence of the discharge of their duties
13 or of their obedience to directions of the employer.

14 25. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
15 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
16 Defendants without reimbursement. Defendant required Plaintiff and the Aggrieved Employees
17 to purchase additional safety gloves but failed to reimburse for those gloves. Plaintiff also failed
18 to reimburse Plaintiff and the Aggrieved Employees for personal cell phone usage as Plaintiff
19 and the Aggrieved Employees were required to use their personal cell phones to call and receive
20 work related calls and text messages from their supervisors and to send pictures of work to report
21 on the progress of work or finished assignments. Plaintiff and the Aggrieved Employees incurred
22 these substantial expenses as a direct result of performing their job duties for Defendant, and
23 Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these
24 employment-related expenses.

25 26. Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in
26 California for the same employer for 30 or more days within a year from the commencement of
27 employment is entitled to paid sick days. Labor Code § 246 (i) requires employers to provide an
28 employee with written notice that sets forth the amount of paid sick leave available.

1 27. Throughout the statutory period, Defendants maintained a policy and practice of
2 failing to provide Plaintiff and the Aggrieved Employees with paid sick leave as well as to
3 provide a written notice of accrued paid sick leave. On information and belief, Defendants'
4 failure to provide an employee with written notice that sets forth the amount of paid sick leave
5 available was not a single, isolated incident, but was instead part of Defendants' policy and
6 practice that applied to the Aggrieved Employees.

7 28. Labor Code § 227.3 requires employers to pay employees for all unused vested
8 vacation time at their final rate of pay upon termination of their employment. During the
9 statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the
10 Aggrieved Employees the vacation pay and the correct amount of vacation pay owed at the
11 termination of employment. For instance, when Plaintiff's employment with Defendants
12 terminated, he was owed vacation wages which Defendants failed to pay. On information and
13 belief, Defendant's failure to pay Plaintiff the accrued vacation pay was not a single, isolated
14 incident, but was instead part of Defendants' policy and practice that applied to the Aggrieved
15 Employees.

16 29. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
17 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
18 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
19 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
20 two (72) hours previous notice of his or her intention to quit, in which case the employee is
21 entitled to his or her wages at the time of quitting.

22 30. Throughout the statutory period, the employment of Plaintiff and many other
23 Aggrieved Employees ended, i.e. were terminated by quitting or discharge, and the employment
24 of others will be. However, during the relevant time period, Defendants failed, and continues to
25 fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required
26 to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-
27 two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for
28

unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

31. Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

32. Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 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. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

33. Throughout the statutory period, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

34. During the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including failure to identify pay period, the failure to

1 identify the correct address of Defendants, the failure to identify accrued paid sick leave, the
2 failure to correctly list gross wages earned, the vested vacation, the failure to list the true net
3 wages earned, wages for meal and rest periods that were not authorized and permitted to take in
4 accordance with California law, and correct wages earned for all hours worked). As a result of
5 these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees
6 suffered injury. Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for
7 in California Labor Code § 226(e).

8 35. Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code §
9 1174.5, any person, including any entity, employing labor who willfully fails to maintain
10 accurate and complete records required by Labor Code § 1174 is subject to a penalty under §
11 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records
12 showing when the employee begins and ends each work period. Meal periods and total hours
13 worked daily shall also be recorded.

14 36. Defendant, however, failed to maintain accurate records of hours worked and all
15 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

16 37. Throughout the statutory period, Defendants failed to maintain accurate time
17 records and falsified Plaintiff's and the Aggrieved Employees' time records. Plaintiff and the
18 Aggrieved employees were only required to sign under the blank timesheets at the beginning of
19 their shifts. Plaintiff's and the Aggrieved Employees' scheduled shift start and end time was
20 filled in by their supervisors as opposed to Plaintiff and the Aggrieved Employees clocking in
21 and out electronically or recording their actual time on a handwritten timesheet. Defendants
22 refused to permit Plaintiff and the Aggrieved Employees to personally record their actual time,
23 and meal periods and while recording Plaintiff's and the Aggrieved Employees time falsified the
24 time records by inputting not more than scheduled 8 hours in a single day, despite the fact that
25 Plaintiff and the Aggrieved Employees regularly worked in excess of 8 hours per day, depriving
26 Plaintiff and the Aggrieved Employees of wages, including overtime wages.

27 38. Defendants' failure to provide and maintain records required by the Labor Code
28 IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know,

1 understand and question the accuracy and frequency of meal periods, and the accuracy of their
2 hours worked stated in Defendant’ records. Therefore, Plaintiff and the Aggrieved Employees
3 had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified
4 economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees
5 have suffered and continue to suffer, substantial losses related to the use and enjoyment of such
6 wages, lost interest on such wages and expenses and attorney’s fees in seeking to compel
7 Defendants to fully perform its obligation under state law, all to their respective damage in
8 amounts according to proof at trial. As a result of Defendants’ knowing failure to comply with
9 the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have
10 also suffered an injury in that they were prevented from knowing, understanding, and disputing
11 the wage payments paid to them.

12 **FIRST CAUSE OF ACTION**

13 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act** 14 **of 2004, Cal. Lab. Code § 2698 et seq.)**

15 39. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
16 though fully set forth herein.

17 40. At all times herein mentioned, Defendants were subject to the Labor Code of the
18 State of California and the applicable Industrial Welfare Commission Orders.

19 41. California Labor Code § 2699(a) specifically provides for a private right of action
20 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
21 law, any provision of this code that provides for a civil penalty to be assessed and collected by
22 the Labor and Workforce Development Agency or any of its departments, divisions,
23 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
24 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
25 herself and other current or former employees pursuant to the procedures specified in Section
26 2699.3.”

27 42. Plaintiff has exhausted his administrative remedies pursuant to California Labor
28 Code § 2699.3. On March 16, 2024, he gave written notice by online filing to the Labor and

1 Workforce Development Agency and by certified mail to Defendants of the specific provisions
2 of the Labor Code that Defendants have violated against Plaintiff and current and former
3 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
4 paid the filing fee on or about March 16, 2024. Plaintiff's PAGA case number is LWDA-CM-
5 1016925-24. A true and correct copy of Plaintiff's letter sent to the LWDA and Defendants
6 dated March 16, 2024, is attached hereto as **"Exhibit A"**. As of the filing of this complaint,
7 LWDA has not responded to the written notice.

8 43. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
9 remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit,
10 which is required by the statute. *See* Cal. Lab. Code § 2699.3(d).

11 44. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
12 Workforce Development Agency has not indicated that it intends to investigate Defendants'
13 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
14 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
15 the Labor Code described in this Complaint. These penalties include, but are not limited to,
16 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

17 45. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
18 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
19 employing labor who willfully fails to maintain accurate and complete records required by
20 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
21 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
22 begins and ends each work period. Meal periods, and total hours worked daily shall also be
23 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
24 keep total hours worked in the payroll period and applicable rates of pay.

25 46. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
26 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
27 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
28 to be shown according to proof at trial. These penalties are in addition to all other remedies

permitted by law.

47. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, and provided by PAGA;

2. For costs of suit and expenses incurred herein pursuant to Labor Code sections 2699, subdivision (g) and any other statutory basis or pursuant to the California Rules of Court

3. For reasonable attorneys' fees pursuant to Labor Code sections 2699, subdivision (g), 2802, Code of Civil Procedure section 1021.5, and any other statutory basis, and;

4. For all such other and further relief as the Court may deem just and proper

Dated: May 21, 2024

Respectfully submitted,

TUNYAN LAW, APC

By: _____



Lilit Tunyan
Artur Tunyan

Attorneys for Plaintiff RAUL LOPEZ RAMIREZ

Exhibit “A”



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Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

March 16, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
Landscapes Unlimited, LLC
1201 Aries Dr.
Lincoln, NE 68512

VIA CERTIFIED MAIL

Return Receipt Requested
URS Agents Inc.
Agent for Service of Process for
Landscapes Unlimited, LLC
7801 Folsom Blvd, #202
Sacramento, CA 95826

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

Re: *Raul Lopez Ramirez v. Landscapes Unlimited, LLC*

To Whom It May Concern:

Please be advised that my office has been retained by Raul Lopez Ramirez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Landscapes Unlimited, LLC (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt

employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a machine operator from approximately 2010 to March 11, 2024. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 6 days per week, and over 8 hours each workday.

Throughout Plaintiff’s employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff’s experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the time period involved in this case, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant’s operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently

paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. Throughout the statutory period, Defendant failed to maintain accurate time records and falsified Plaintiff's and the Aggrieved Employees' time records. Plaintiff and the Aggrieved employees were only required to sign under a blank timesheet at the beginning of their shifts. Plaintiff's and the Aggrieved Employees supervisors would later complete the timesheets with the scheduled shift time worked by Plaintiff and the Aggrieved Employees as opposed to Plaintiff and the Aggrieved Employees clocking in and out electronically or recording their actual time on a handwritten timesheet. Plaintiff and the Aggrieved Employees were regularly required to arrive at least 30 minutes earlier than their scheduled start time of the shift to be able to attend the team meetings prior to start of their shifts. Additionally, Plaintiff and the Aggrieved Employees were also required to work beyond their scheduled shift hours at the end of the shift by walking to the Defendant's shop to store the machine key and other tools prior to leaving Defendant's premises. Defendant refused to permit Plaintiff and the Aggrieved Employees to personally record their actual time, and while recording Plaintiff's and the Aggrieved Employees time instead of them, falsified the time records by inputting not more than scheduled 8 hours in a single day, despite the fact that Plaintiff and the Aggrieved Employees regularly worked in excess of 8 hours per day, depriving Plaintiff and the Aggrieved Employees of wages, including overtime wages. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not instruct and allow Plaintiff and the Aggrieved Employees to record their meal periods. Plaintiff is not aware whether his supervisor would fill in the meal period time in the blank timesheets he

was required to sign. As a result of the off-the clock work prior to the start of the shift, Plaintiff and the Aggrieved Employees would regularly take their first meal periods after the end of the fifth hour. Most importantly, Defendant wrongfully required Plaintiff and the Aggrieved employees to combine their 30-minute first meal periods with their first rest periods and have one 45- minute combined meal and rest break instead of taking separate meal periods and separate rest periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant did not schedule rest periods every 4 hours or a major fraction. Instead, Defendant wrongfully required Plaintiff and the Aggrieved employees to combine their 30-minute first meal periods with their first rest periods and to take combined one 45-minute first meal and rest break instead of taking separate meal periods and separate rest periods. Plaintiff and the Aggrieved Employees have never been authorized and taken their third rest periods. Most importantly, Plaintiff and the Aggrieved Employees were not allowed to leave the work premises during rest periods. Accordingly,

Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Throughout the statutory period, Defendant failed to maintain accurate time records and falsified Plaintiff's and the Aggrieved Employees' time records. Plaintiff and the Aggrieved employees were only required to sign under the blank timesheets at the beginning of their shifts. Plaintiff's and the Aggrieved Employees' scheduled shift start and end time was filled in by their supervisors as opposed to Plaintiff and the Aggrieved Employees clocking in and out electronically or recording their actual time on a handwritten timesheet. Defendant refused to permit Plaintiff and the Aggrieved Employees to personally record their actual time, and while recording Plaintiff's and the Aggrieved Employees time falsified the time records by inputting not more than scheduled 8 hours in a single day, despite the fact that Plaintiff and the Aggrieved Employees regularly worked in excess of 8 hours per day, depriving Plaintiff and the Aggrieved Employees of wages, including overtime wages.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have

suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Defendant required Plaintiff and the Aggrieved Employees to purchase additional safety gloves but failed to reimburse for those gloves. Plaintiff also failed to reimburse Plaintiff and the Aggrieved Employees for personal cell phone usage as Plaintiff and the Aggrieved Employees were required to use their personal cell phones to call and receive work related calls and text messages from their supervisors and to send pictures of work to report on the progress of work or finished assignments. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required

to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net

wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked. Moreover, during some pay periods Defendant failed to state the hourly rate, the total hours worked, the pay period beginning and end date in the wage statements at all.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 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. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave

Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

During the statutory period, Defendant maintained a policy and practice of failing to provide Plaintiff and the Aggrieved Employees with the paid sick leave as well as to provide a written notice of accrued paid sick leave. On information and belief, Defendants' failure to provide an employee with written notice that sets forth the amount of paid sick leave available was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the vacation pay and the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages which Defendant failed to pay. On information and belief, Defendant's failure to pay Plaintiff the accrued vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;

2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month;
9. Labor Code § 246 by failing to provide paid sick leave and written notice of available paid sick leave; and
10. Labor Code § 227.3 by failing to pay accrued vacation pay at termination.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

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, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff 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.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Saturday, March 16, 2024 11:58:47 AM

3/16/2024

LWDA Case No. LWDA-CM-1016925-24
Law Firm : Tunyan Law, APC
Plaintiff Name : Raul Lopez Ramirez
Employer: Landscapes Unlimited, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

USPS TRACKING#



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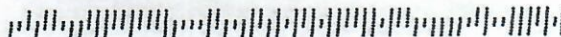
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• Sender: Please print your name, address, and ZIP+4® in this box•



TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203



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URS AGENTS INC.
AGENT FOR SERVICE OF PROCESS FOR
LANDSCAPES UNLIMITED, LLC
7801 FOLSOM BLVD, #202
SACRAMENTO, CA 95826



9590 9402 8114 2349 9460 45

2. Article Number (Transfer from service label)

9589 0710 5270 0112 6461 55

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Jennifer Baker

C. Date of Delivery

3-21-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

LANDSCAPES UNLIMITED, LLC
1201 ARIES DR.
LINCOLN, NE 68512



9590 9402 8114 2349 9460 69

2. Article Number (Transfer from service label)

9589 0710 5270 0112 6461 48

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A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

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- ☐ Priority Mail Express®
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt