

SETTLEMENT AGREEMENT

This settlement agreement (“Settlement” or “Agreement”) is made and entered into between Employee Bernardino Cruz Manzano (“Employee” or “Plaintiff”), acting in his capacity as private attorney general, and Employer California Turf & Landscaping (“Employer” or “Defendant”).

This Agreement is subject to the approval of the Court and is made for the sole purpose of consummating the settlement of this PAGA Action subject to the following terms and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms of the Settlement or the conditions precedent are not met for any reason, this Agreement shall be void and shall be of no force or effect whatsoever.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1. The “Action” means the matter entitled *Bernardino Cruz Manzano v. California Turf & Landscaping*, Case No. 24CU0137, and as set forth in Employee’s correspondence to the California Labor and Workforce Development Agency, dated April 3, 2024 (“LWDA Notice”), and subsequently filed as a civil action on or about April 3, 2024 in Kings County Superior Court, and any amendments thereto.

2. “Aggrieved Employees” consist of all current and former non-exempt employees of Defendant California Turf & Landscaping who performed work in California for Defendant at any time from April 3, 2023 to March 31, 2025.

3. “Court” means the Superior Court of California for the County of Kings.

4. “Effective Date” means the date upon which the Parties sign the Settlement Agreement.
5. “Employee” or “Plaintiff” means Bernardino Cruz Manzano.
6. “Employee’s Counsel” means Daniel J. Brown and Kathleen Becket of Stansbury Brown Law, PC.
7. “Employer” means California Turf & Landscaping.
8. “Gross Settlement Amount” is a non-reversionary sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), which represents the total amount payable under this settlement by Employer (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment to Plaintiff for his Service Award and general release, and payment of Employee’s attorneys’ fees and costs.
9. “Individual Settlement Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.
10. “LWDA” means the California Labor and Workforce Development Agency.
11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Courts approval) are subtracted from the Gross Settlement Amount: (a) Employee’s attorneys’ fees up to approximately thirty-five percent of the Gross Settlement Amount, currently estimated at Seventy Thousand Dollars and Zero Cents (\$70,000.00) (b) Employee’s reasonable verified litigation costs up to Ten Thousand Seven Hundred Nine Dollars and Seventy-Six Cents (\$10,709.76) and (c) Settlement Administration costs and expenses of up to Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00).
12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2689, *et seq.*
13. “PAGA Period” means the time period between April 3, 2023 to March 31, 2025.

14. “PAGA Released Claims” shall mean and include any and all claims for civil penalties that could have been assessed or collected by Plaintiff or the LWDA as alleged in Plaintiff’s notice to the LWDA and set forth in Plaintiff’s Second Amended Complaint, to be filed in this Action concurrently with the instant Agreement as set forth herein, including any claims for civil penalties for failure to pay minimum wage and/or overtime wages, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to timely pay wages upon termination, failure to issue compliant wage statements, and failure to reimburse for necessary business expenses, through the PAGA Period. The Released Claims do not include the individual claims of the Aggrieved Employees.

15. “Parties” means Employee and Employer.

16. “Service Award” means the payment of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff’s service to aggrieved employees and the LWDA and for his general release of claims.

17. “Settlement Administrator” means Phoenix Settlement Administrators whom the Parties have agreed to engage to administer the Settlement.

II. RECITALS

1. Employee alleges that Employer failed to provide Aggrieved Employees with accurate wage statements, failed to provide compliant meal and rest periods or premium pay in lieu thereof, failed to pay all minimum and overtime wages, and consequently failed to pay all wages at separation of employment. Employee also alleged that Employer failed to reimburse Aggrieved Employees for necessary business purchases including but not limited to: work shoes, gloves, safety glasses, fluorescent t-shirts and masks. Employee alleges that Employer is therefore liable for civil penalties under PAGA. Employer denies these allegations.

2. On April 3, 2024, Employee provided a written notice of his intent to file a claim for civil penalties under PAGA to the LWDA and Employer for alleged violations of a variety of California Labor Code Sections, as described in Section II.1.

3. On April 3, 2024, Employee filed the Action.

4. On June 11, 2024, Employee amended his complaint to add a ninth cause of action for civil penalties under the Private Attorneys General Act.

5. The Parties agreed to participate in a full-day mediation with Hon. Suzanne Bruguera (ret.) of ADR Services, Inc. to take place on January 21, 2025 via “Zoom” videoconference. Employee propounded informal discovery requests to Employer in anticipation of the mediation pertaining to Employee and the other Aggrieved Employees’ time and pay records amongst other information and documents in order to allow for Employee’s counsel to investigate Employee’s allegations and value the PAGA claim.

6. On January 21, 2025, the Parties participated in a mediation with Judge Bruguera (ret.). While the Parties did not reach a settlement, in the weeks that followed the Parties engaged in informal discovery and further settlement discussions, eventually leading to a tentative settlement of the PAGA claims.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission:** Nothing in this Settlement shall be construed to be an admission by Employee that his claims do not have merit or by Employer of any liability or wrongdoing as to Employee, Aggrieved Employees, or any other person, and Employer specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

2. **Gross Settlement Amount:** Employer shall pay Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) as the non-reversionary Gross Settlement Amount. Employer will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below).

3. **Escalator Clause:** Employer represents that as of January 21, 2025, sixty-four (64) Aggrieved Employees worked a combined six thousand (6,000) pay periods during the PAGA Period. If the actual number of pay periods worked at the close of the PAGA Period is ten percent (10.0%) more than 6,000 pay periods, then Employer shall increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number of Aggrieved Employees or pay periods (e.g., if the number of pay periods increases by 15%, Employer will increase the GSA by 5%).

4. **Net Settlement Amount:** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Employee's Attorneys' Fees and Costs:** Employer will not oppose Employee's request for attorneys' fees in the amount up to approximately thirty-five percent of the Gross Settlement Amount, which is currently estimated at Seventy Thousand Dollars and Zero Cents (\$70,000.00) and actual costs incurred in prosecuting this Action, up to Ten Thousand Seven Hundred Nine Dollars and Seventy-Six Cents (\$10,709.76). In the event the Court approves a net payment less than these amounts, the difference will be added to the Net Settlement Amount (although Employee may appeal an order granting less than the full amount sought for attorneys' fees and costs). Employer will report these payments on IRS Form 1099 issued to Employee's Counsel.
- b. **Payment to Employee for Service Award:** Employer will not oppose Employee's request of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Employee's Service Award, subject to Court approval, in recognition of Employee's contributions to the Action, service to Aggrieved Employees, and

his general release described below. Employer will report this payment on IRS Form 1099 issued to Employee.

- c. Settlement Administration: Up to Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) from the Gross Settlement Amount for the Settlement Administrator's services.

5. **Allocation of Net Settlement Amount:** The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA period.

6. **Amended Complaint:** Plaintiff shall file at the same time as his PAGA approval motion a Second Amended Complaint ("SAC") removing class allegations. Plaintiff will request that the class claims be dismissed *without prejudice* and individual claims be dismissed *with prejudice*. The to-be-filed SAC is attached hereto as **Exhibits B**.

7. **PAGA Release:** Upon entry of an Order approving the Settlement, Employee and the Aggrieved Employees will release any and all PAGA Released Claims against Employer, its past or present officers, directors, representatives, shareholders, predecessors, successors, and/or assigns (collectively, the "Released Parties") based on the facts pled in the to-be-filed SAC and LWDA Notice, and those that could have reasonably been alleged, that arose during the PAGA Period ("PAGA Released Claims"). Upon entry of the Order approving the settlement and judgement entered thereon and conditioned on full payment of the Gross Settlement Amount, Employee and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

8. **Plaintiff's Release of Unknown Claims:** In light of his Service Award, Plaintiff agrees to release, in addition to the PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. The Parties

understand and agree that Plaintiff is not, by way of this release, releasing any workers compensation claims or any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

9. **Court Approval:** After full execution of this Agreement, Employee shall promptly move the court for approval of the Settlement, as well as approval of all amounts to be deducted from the Gross Settlement Amount. Employer shall not oppose the motion, and shall make reasonable efforts to cooperate in obtaining approval of the Settlement. Counsel for Employee shall submit the Agreement to the Court and LWDA, as necessary under Labor Code section 2699(l) and any other applicable provision. Should the Court not grant approval of this Agreement or should the LWDA object to this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the judgment.

10. **Releases Effective Upon Full Payment:** The Release identified in Paragraphs 7 and 8 will become effective upon full payment of the Gross Settlement Amount pursuant to section IV of this Settlement. However, no obligation to pay the Gross Settlement Amount shall accrue unless and until the Court has entered an Order approving the Settlement. If no such Order is entered, Employer shall have no obligation to pay the Gross Settlement Amount.

11. **Covenants and Representation by Employee:**

- a. Employee represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

- b. Employee acknowledges that he has read this Settlement, that he fully understands his rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily. Employee further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of the Settlement and the consequences of signing this Settlement.
- c. Plaintiff understands and agrees that in accordance with the Older Workers Benefit Protection Act, Plaintiff: Has had up to 21 days within which to consider this Agreement before executing it. Plaintiff agrees that if Employee elects to sign the agreement in less than 21 days, Plaintiff does so voluntarily and without pressure or coercion from Defendant and waives any further period of consideration; Has carefully read and fully understands all of the provisions of this Agreement and that the provisions of this Agreement are written in a manner designed to be understood by Plaintiff; Is, through this Agreement, releasing Defendant from any and all rights or claims Plaintiff may have against Defendant under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) (“ADEA”); Knowingly and voluntarily intends to be legally bound by the same; Was advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Plaintiff’s choice before executing this Agreement; Has a full seven days following the execution of this Agreement to revoke this Agreement and has been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired; Understands that rights or claims under the ADEA that may arise after the date this Agreement is executed are not waived; Plaintiff further understands, however, that such rights will not arise against Defendant in light of this Agreement.

12. **Judgment:** As part of the Motion to approve the Settlement, Employee shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not release or bar any claims other than the PAGA Released Claims as to Aggrieved Employees. The Court's entry of judgment shall not be deemed a finding against or an admission by Employer of any liability. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for approval of this Settlement.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator:** The Parties agree to use Phoenix Settlement Administrators to administer the Settlement ("Settlement Administrator") and to Employee's Counsel seeking Court approval to pay up to Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) from the Gross Settlement Amount for the Settlement Administrator's services.

- a. Defendant shall transfer the Gross Settlement Amount to the Settlement Administrator within ninety (90) days of the Court granting approval of this Settlement along with an employee list including the names, last known addresses, dates of employment, and social security numbers (in electronic format) of Aggrieved Employees, as well as the total pay periods worked by each Aggrieved Employee during the PAGA Period.

2. **Provision of Information for Aggrieved Employees and Payment:** The Settlement Administrator shall provide counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments within ninety-seven (97) Court days of the Court approval of the

Settlement. The Settlement Administrator shall obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments:** Upon compiling the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

No later than one hundred and four (104) days after Court approval of the Settlement, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail. Each Individual Settlement Payment shall be deemed penalties and reported using IRS Form 1099.

Checks will remain negotiable for one hundred eighty (180) days from the date the Settlement Administrator mails them. The funds from any check that is not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the Boys & Girls Club of Fresno County as the designated *cy pres* recipient within two hundred and twenty (220) days of the date the Settlement Administrator mails the checks.

4. **Undeliverable Notices:** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any Checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a single re-mailing.

Employer fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a

check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

5. **Payment of Remainder:** No later than one hundred and four (104) days after Court approval of the Settlement, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Employee's Counsel; (3) Employee's Service Award; and (4) Settlement Administrator fees and expenses.

6. **Accounting:** Within fourteen (15) Court days following the initial mailing of the Individual Settlement Payments, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement. The Settlement Administrator shall provide an updated accounting under oath within fourteen (14) days following the disbursement of any funds to the designated *cy pres*.

7. **Tax Consequences:** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Employee nor Employer, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. **MISCELLANEOUS PROVISIONS**

1. **Successors:** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Costs and Fees:** The Parties shall bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Employee's claims, except as otherwise set forth specifically herein.

3. **Governing Law:** This Settlement shall be construed under and governed by the laws of the State of California. Any questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by

California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Kings.

4. **Amendment or Modification:** This Settlement may be amended or modified only by written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

5. **Authorization to Enter into Settlement:** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If they are unable to reach agreement on the form or content on any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

6. **Execution and Counterparts:** The Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

7. **Acknowledgement that the Settlement is Fair and Reasonable:** The Parties believe this settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

8. **Waiver:** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

9. **Enforcement of Action:** The Parties agree that the Kings County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure Section 664.6. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

10. **Mutual Preparation:** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one or more of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

11. **Representation by Counsel:** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

12. **Cooperation and Execution of Necessary Documents:** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

13. **Binding Agreement:** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure

in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and will full understanding of its consequences.

Dated: April 25, 2025

Bernardino Cruz Manzano



Bernardino Cruz Manzano, Employee

Dated: April ____, 2025

California Turf and Landscaping

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: April 26, 2025

Stansbury Brown Law, PC



Daniel. J Brown, Esq.
Attorney for Employee

Dated: April ____, 2025

Sagaser, Watkins & Wieland PC

Paul J. Bauer
Attorneys for Employer

in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and will full understanding of its consequences.

Dated: April____, 2025

Bernardino Cruz Manzano

Bernardino Cruz Manzano, Employee

Dated: April 25, 2025

California Turf and Landscaping

By: JEFF Pinley
Its: President

APPROVED AS TO FORM:

Dated: April____, 2025

Stansbury Brown Law, PC

Daniel. J Brown, Esq.
Attorney for Employee

Dated: April 25, 2025

Sagaser, Watkins & Wieland PC

Paul J. Bauer
Paul J. Bauer
Attorneys for Employer

EXHIBIT A

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

BERNARDINO CRUZ MANZANO, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

CALIFORNIA TURF & LANDSCAPING,
a California corporation; and DOES 1
through 100, inclusive

Defendants.

Case No. 24CU0137

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 ET SEQ.)**

Complaint Filed: April 3, 2024

You have been identified as a current or former non-exempt employee of California Turf & Landscaping (“Employer” or “Defendant”) employed at any time between April 3, 2023 and March 31, 2025 (“Aggrieved Employee”).

On April 3, 2024, Plaintiff Bernardino Cruz Manzano (“Employee” or “Plaintiff”) filed a lawsuit against Defendant California Turf and Landscaping. As amended, Plaintiff’s lawsuit seeks to recover civil penalties for Defendant’s alleged failure to pay all wages during employment and upon separation of employment, failure to maintain accurate records, failure to provide proper meal and rest periods, failure to timely pay all wages, failure to reimburse necessary business expenses, and failure to issue accurate and complete wage statements to Aggrieved Employees (the “Action”).

Employer denies Plaintiff’s allegations in the Action and disputes all of Plaintiff’s claims.

Plaintiff and Employer reached a settlement of the claims for PAGA civil penalties alleged in the Action. The Court approved the settlement on <<<<<<DATE OF PAGA APPROVAL>>>>>. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon entry of an Order approving the Settlement, Employee and the Aggrieved Employees will release any and all PAGA Released Claims against Employer, its past or present officers, directors, representatives, shareholders, predecessors, successors, and/or assigns (collectively, the “Released Parties”) based on the facts pled in the SAC and LWDA Notice that arose during the PAGA Period (“PAGA Released Claims”). Upon entry of the Order approving the settlement and judgement entered thereon and conditioned on full payment of the Gross Settlement Amount, Employee and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

If you have any questions, you may contact either Plaintiff’s Counsel or Defendant’s Counsel.

Plaintiff’s Counsel’s contact information: Daniel J. Brown, Esq. of Stansbury Brown Law, PC, 2610 ½ Abbot Kinney Blvd., Venice, CA 90291, (323) 204-3124

Defendant’s Counsel’s contact information: Paul J. Bauer Esq. of Sagaser, Watkins & Wieland PC, 5260 N. Palm Ave., Ste. 400, Fresno, CA 93704 (559) 421-7000.

EXHIBIT B

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
JESSICA FLORES (SBN 282669)
jflores@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, California 90291
Tel: (323) 204-3124

Attorneys for Plaintiff

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

BERNARDINO CRUZ MANZANO, as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

CALIFORNIA TURF & LANDSCAPING, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24CU0137

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Bernardino Cruz Manzano (hereinafter "Plaintiff"), as an individual, and on
2 behalf of all others similarly situated, hereby brings this Second Amended Representative Action
3 Complaint against California Turf and Landscaping; and DOES 1 to 100, inclusive (collectively
4 "Defendants"), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this Second Amended Representative Action Complaint
7 for recovery of unpaid wages and penalties under California Business and Professions Code §
8 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12,
9 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage Order
10 16 ("Wage Order 16"), in addition to seeking declaratory relief and restitution. This Complaint is
11 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants' violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Kings. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Kings, and/or otherwise are found within the County of
19 Kings, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was and is a victim of Defendants' policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
28 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* ("Unfair

Competition Law”), and Wage Order 16, which sets employment standards for the landscaping industries.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the landscaping industry, employed Plaintiff within Kings County and the state of California and, therefore, were (and are) doing business in Kings County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and aggrieved employees to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and aggrieved employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and

aggrieved employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants from approximately July 31, 2023 to approximately August 19, 2023 when he resigned after Defendants failed to address his complaints about missing pay from his paychecks. Plaintiff's tasks included gardening, cutting grass, maintenance and spraying chemicals. Plaintiff was generally scheduled to work Monday through Saturday from either 5:00 a.m. until 2:00 p.m., 5:30 a.m. to 2:30 p.m. or 6:00 a.m. to 3:00 p.m. and sometimes worked longer.

10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked as Defendants would not accurately keep track of their actual hours worked. Upon information and belief, the time records maintained by Defendants were not reflective of the actual number of hours that Plaintiff and other non-exempt employees actually worked. The foreman was generally responsible for writing down the hours worked for Plaintiff and other non-exempt employees. As a policy, Defendants required Plaintiff and other non-exempt employees to sign a document each day at the end of the day showing the start time and an empty space for the end time. After Plaintiff saw that hours were missing from his paycheck, he complained that he needed to see the end time before signing. Defendants failed to take action or change their policy. Plaintiff kept his own notebook showing his hours worked. Plaintiff complained that during the first week, he was shorted one hour. He further complained that Defendants shorted him three hours during his second week worked. Plaintiff estimates that on average, he and other non-exempt employees were shorted at least 2 hours per week.

11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours, but did not receive all overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. Upon information and belief, Defendants intentionally wrote down inaccurate end times for Plaintiff and other non-exempt employees. Plaintiff worked six days per week and thus worked more than forty hours per week during the first couple of weeks during his employment and is thus owed at least two hours of overtime per week.

1 Defendants failed to ensure that Plaintiff and other non-exempt employees were being paid at
2 least the minimum wage for all hours actually worked, and failed to ensure that Plaintiff and other
3 non-exempt employees received proper overtime wages for all overtime hours worked, in
4 compliance with Wage Order 16.

5 12. Plaintiff and other non-exempt employees were not authorized to take all legally
6 required rest periods. This practice was pervasive throughout Plaintiff's employment. Plaintiff
7 and other non-exempt employees were not only unable to exercise the right to a rest period, but
8 they were never told of their right to do so. Plaintiff and other non-exempt employees almost
9 never received a rest period because Defendants had a policy of adding twenty more minutes to
10 their meal periods and unlawfully requiring them to take all their rest and meal periods together
11 in one sitting. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt
12 employees to take all lawful paid rest periods, due to their uniform and unlawful practices,
13 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
14 regular rate for each rest period violation as required by Labor Code § 226.7. Upon information
15 and belief, during at least a portion of the PAGA, Defendants maintained no payroll code or
16 another mechanism for the payment of rest period premiums in the event Plaintiff and other non-
17 exempt employees were not authorized to take lawful rest periods.
18

19 13. Defendants did not provide Plaintiff and other non-exempt employees with legally
20 compliant meal periods when they worked shifts in excess of 5.0 hours. Plaintiff and other non-
21 exempt employees generally took their meal periods in groups at the instruction of their
22 supervisor. At least three (3) times per week, Defendants instructed Plaintiff and other non-
23 exempt employees to begin their meal periods after the fifth hour of work in between work
24 locations. Generally, Plaintiff and other non-exempt employees took their meal period in the
25 parked company truck that they were driving in and were instructed not to leave the area around
26 the company truck as they had to monitor the tools in the truck to prevent theft. Plaintiff and the
27 other non-exempt employees were not informed by Defendants of their legal right to take duty-
28 free uninterrupted meal periods before the conclusion of their fifth hour of work pursuant to Labor

Code Section 512. Despite Defendants' failure to provide Plaintiff and other non-exempt employees with all lawful meal periods due to their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including but not limited to, requiring Plaintiff to purchase his own work boots, gloves, safety glasses, fluorescent t-shirts and masks to protect against dust and spray. Plaintiff was not ever provided any reimbursement for these necessary uses.

15. Additionally, Defendants forced Plaintiff to wait approximately one week until the next regular scheduled pay day for his final paycheck, in violation of Labor Code 201.

16. Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and failed to timely pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

17. Defendants failed to issue to Plaintiff and other non-exempt employees accurate itemized statements in writing showing (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 only 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.

1 18. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
2 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
3 normally used to communicate employment related information to the employees, containing
4 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
5 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
6 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
7 employer; vii) identifying information for the employer's workers' compensation insurance
8 carrier; and viii) information informing the employee of their right to accrue and use paid sick
9 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
10 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

11 **FIRST CAUSE OF ACTION**

12 **MINIMUM WAGE VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

14 19. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 20. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
16 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
17 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
18 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
19 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
20 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
21 their pay practices to the requirements of the law by failing to pay Plaintiff and aggrieved
22 employees for all hours actually worked including, but not limited to, all hours he was subject to
23 the control of Defendants and/or suffered or permitted to work under the California Labor Code
24 and Wage Order 16.

25 21. California Labor Code § 1198 makes unlawful the employment of an employee
26 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
27 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
28

1 those employees the balance of the unpaid wages as well as liquidated damages in an amount
2 equal to the wages due and interest thereon.

3 22. As a direct and proximate result of Defendants' unlawful conduct as alleged
4 herein, Plaintiff and aggrieved employees have sustained economic damages, including but not
5 limited to, unpaid wages and lost interest in an amount to be established at trial, and are entitled
6 to recover economic and statutory damages and penalties and other appropriate relief as a result
7 of Defendants' violations of the California Labor Code and Wage Order 16.

8 23. Defendants' practice and uniform administration of corporate policy regarding
9 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
10 aggrieved employees in a civil action for the unpaid amount of minimum wages, liquidated
11 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
12 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
13 Procedure § 1021.5.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY ALL OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

17 24. Plaintiff re-allege and incorporates by reference all previous paragraphs.

18 25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
19 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
20 overtime hours worked, and provide a private right of action for the failure to pay all overtime
21 compensation for overtime work performed.

22 26. At all times relevant herein, Defendants were required to properly compensate
23 Plaintiff and members of aggrieved employees for all overtime hours worked pursuant to
24 California Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to
25 pay overtime wages when an employee's hours worked cross certain thresholds or meet certain
26 criteria set forth in the Wage Order.

27 27. The foregoing policies and practices are unlawful and create entitlement to
28 recovery by Plaintiff and aggrieved employees in a civil action for the unpaid amount of overtime

1 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
2 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 16, and
3 Code of Civil Procedure § 1021.5.

4 **THIRD CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 28. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

8 29. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
9 in their affirmative obligation to provide all of their non-exempt employees in California,
10 including Plaintiff and aggrieved employees with all legally compliant meal periods in accordance
11 with the mandates of the California Labor Code and Wage Order 16, § 10. Despite Defendants'
12 violations, Defendants did not pay an additional hour of pay to Plaintiff and aggrieved
13 employees at their respective regular rate of pay, in accordance with California Labor Code §§
14 204, 210, 226.7, and 512.

15 30. As a result, Defendants are responsible for paying premium compensation for meal
16 period violations including interest thereon, as well as statutory penalties, civil penalties, and
17 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, and Civil Code §§
18 3287(b) and 3289.

19 **FOURTH CAUSE OF ACTION**

20 **REST PERIOD VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

22 31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 32. Wage Order 16, § 11 and California Labor Code §§ 226.2, 226.7 and 516 establish
24 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
25 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

26 33. As alleged herein, Defendants failed to authorize and permit Plaintiff and
27 aggrieved employees to take all legally compliant rest periods.

28 34. The foregoing violations create an entitlement to recovery by Plaintiff and

aggrieved employees in a civil action for the unpaid rest period wages and the amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

36. This cause of action is brought pursuant to Labor Code §§ 201-203, which requires an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

37. Defendants failed to timely pay Plaintiff and aggrieved employees all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and meal & rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

38. Defendants' willful failure to timely pay Plaintiff and aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and aggrieved employees are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants negligently and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and grievously injured employees with complete and accurate wage statements reflecting the accurate number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 et

42. Defendants' failures create an entitlement to recovery by Plaintiff and aggrieved employees in a civil action for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 et seq.

(AGAINST ALL DEFENDANTS)

44. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200, by failing to pay Plaintiff and aggrieved employees all minimum and overtime wages, failing to provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to provide accurate, itemized wage statements, failing to reimburse for necessary business expenses, and willfully failing to timely pay Plaintiff and aggrieved employees all final wages due upon termination of employment.

12

1 Plaintiff and continues to deprive members of aggrieved employees of compensation to which
2 they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair
3 advantage over Defendants' competitors who have been and/or are currently employing workers
4 and attempting to do so in honest compliance with applicable wage and hour laws.

5 46. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
6 herein, Plaintiff for himself and on behalf of the members of aggrieved employees, seek full
7 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
8 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
9 and 17208.

10 47. The acts complained of herein occurred within the last four years immediately
11 preceding the filing of the Complaint in this action.

12 48. Plaintiff is compelled to retain the services of counsel to file this court action to
13 protect his interests and those of aggrieved employees, to obtain restitution and injunctive relief
14 on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
15 the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
16 which he is entitled to recover under Code of Civil Procedure § 1021.5.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **(AGAINST ALL DEFENDANTS)**

20 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 50. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
22 states that "an employer shall indemnify his or her employees for all necessary expenditures or
23 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
24 his or her obedience to the directions of the employer..."

25 51. Due to Defendants' unlawful policy and practice of requiring employees to
26 purchase their own work boots, gloves, safety glasses, fluorescent t-shirts and masks to protect
27 against dust and spray in the performance of their work duties, Defendants have violated Labor
28 Code § 2802.

52. Plaintiff and aggrieved employees are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

53. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and aggrieved employees are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

55. Defendants have committed several Labor Code violations against Plaintiff, members of aggrieved employees, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of aggrieved employees, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, aggrieved employees, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, aggrieved employees, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516 and 558;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 1198;
- e. Failing to reimburse Plaintiff and other aggrieved employees for necessary business expenditures incurred by Plaintiff and other aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- i. Failing to permit and authorize Plaintiff and other non-exempt to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5;
- j. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees

1 in violation of Labor Code § 2810.5; and

2 k. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
3 employees in violation of Labor Code §§ 1174 and 1198.

4 56. On April 3, 2024, Plaintiff notified Defendants via certified mail, and notified the
5 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
6 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
7 under California Labor Code § 2698 et seq. with respect to violations of the California Labor
8 Code identified in Paragraph 62 (a)-(k). Now that sixty-five days have passed from Plaintiff’s
9 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
10 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
11 for bringing a claim under the Private Attorneys General Act with respect to these violations.

12 57. Plaintiff was compelled to retain the services of counsel to file this court action to
13 protect his interests and the interests of other similarly aggrieved employees, and to assess and
14 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and
15 costs, which he is entitled to receive under California Labor Code § 2699(g).

16
17 **PRAYER**

18 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
19 this suit brought against Defendants, as follows:

20 1. For an order appointing Plaintiff as representative of aggrieved employees;
21 2. For an order appointing Counsel for Plaintiff as Counsel for aggrieved employees;
22 3. Upon the First Cause of Action, for payment of minimum wages, liquidated
23 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
24 1198 and Wage Order 16 § 4(A);

25 4. Upon the Second Cause of Action, for compensatory, consequential, general, and
26 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
27 Wage Order 16 § 3(A);

28 5. Upon the Third Cause of Action, for compensatory, consequential, general and

special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;

7. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

8. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

9. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

10. Upon the Eighth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;

11. Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the violations of the Labor Code Sections cited in Labor Code § 2699.5.

12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §226, and Code of Civil Procedure § 1021.5; and

14. For such other and further relief the Court may deem just and proper.

1
2 Dated: April 10, 2025
3

Respectfully submitted,
STANSBURY BROWN LAW, PC

4 By: _____
5 Daniel J. Brown
6 Jessica Flores
7 Attorneys for Plaintiff
8

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
11

12 Dated: April 10, 2025
13

Respectfully submitted,
STANSBURY BROWN LAW, PC

14
15 By: _____
16 Daniel J. Brown
17 Jessica Flores
18 Attorneys for Plaintiff
19
20
21
22
23
24
25
26
27
28