

Matthew A. Haulk (SBN 272457)
Email: mhaulk@hemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff and all others similarly situated
EDGAR RUBEN GUERRERO MUNOZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

EDGAR RUBEN GUERRERO MUNOZ, an
individual, on behalf of himself and all
others similarly situated,

Plaintiffs,

vs.

TERRA TEAK AND GARDEN INC., a
California Corporation; and DOES 1 TO 50,
Defendants.

CASE NO.: CV0002936

[Assigned to Hon. Stephen P. Freccero,
Courtroom A]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. UNPAID WAGES**
- 2. FAILURE TO PROVIDE MEAL PERIODS**
- 3. FAILURE TO PROVIDE REST PERIODS**
- 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 5. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
- 6. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
- 7. CIVIL PENALTIES – PRIVATE ATTORNEY GENERAL ACT (“PAGA”)**

Complaint Filed: May 23, 2024
Trial Date: None

INTRODUCTION

1. Plaintiff Edgar Ruben Guerrero Munoz (“Plaintiff”) brings this action on behalf of himself and similarly situated individuals for Defendants’ failure to pay overtime

1 wages at the correct rate of pay, failure to furnish accurate wage statements, failure to
2 provide rest periods, failure to provide meal periods, failure to pay premium wages for
3 missed/delayed rest/meal periods, and failure to pay all earned wages at time of
4 separation.

5 **JURISDICTION AND VENUE**

6 2. Plaintiff, on behalf of himself and all other similarly situated, hereby brings
7 this Complaint for recovery of unpaid wages and penalties under California Business and
8 Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code,
9 including 201, 202, 203, 204, 206, 226, and 510., and the applicable Industrial Welfare
10 Commission Wage Order (the "IWC Wage Order"), in addition to declaratory relief and
11 restitution.

12 3. This court has jurisdiction over Defendants' violations of the California Labor
13 Code because the amount in controversy exceeds this court's jurisdictional minimum.
14 Venue in this court is proper because Defendant Terra Teak and Garden Inc.'s principal
15 place of business is located in Marin County and the Company actively and regularly
16 conducts business in Marin County.

17 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
18 causes of action based solely on, and arising from, California law. The claims of the class
19 are also individual claims for violations of California law described herein. These claims
20 arise from Defendants' common and systemic failure to pay their workers correct regular
21 rates of pay for purposes of overtime wages, for their failure to issue accurate wage
22 statements, and failure to pay all wages due upon separation, and their unfair business
23 practices based on the foregoing.

24 **PARTIES**

25 5. Plaintiff Edgar Ruben Guerrero Munoz is a natural person and domiciled in
26 California.

27 6. Defendant Terra Teak and Garden Inc., a California Limited Liability
28 Company, was at all relevant times doing business in Marin County, California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named Doe Defendants is legally responsible in some manner for the occurrences alleged and that Plaintiff's injuries and damages, as alleged, were proximately caused by these Doe Defendants' actions.

8. Defendant Terra Teak and Garden Inc. and Doe Defendants 1 through 50, inclusive, are referred to herein collectively as “Defendants”. Plaintiff is informed and believes and thereon allege that at all times pertinent hereto, each Defendant was the agent and employee of each of its co-Defendants, and in doing the things described herein, was acting within the course and scope of his/her authority as such agent and employee, and each Defendant ratified and approved the acts of his/her agents and employees. Defendants acted as Plaintiff’s “employer” and are responsible for any and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this case as a class action pursuant to California Code of Civil Procedure § 382 on behalf of a class (hereafter the “Class”) and on behalf of a sub-class (hereafter the “Waiting Time Penalties Subclass”) consisting of the following:

- a. The Class: All individuals who are or were employed as a non-exempt employee in the State of California from November 21, 2020, through preliminary approval of settlement.
- b. The Waiting Time Penalties Subclass: All members of the Class who separated from their working relationship with the Company during the three years immediately preceding the filing of the Complaint through the present plus any additional time during which the statute of limitation was tolled pursuant to the Emergency Rules Related to COVID-19 (the “Subclass Members”). On information and belief, all members of the Waiting Time Penalty Subclass that are no longer

1 working for the Company were not paid all wages due at the time of
2 their respective separation/termination.

3 c. The PAGA Cohort: All individuals who are or were employed by
4 Defendant as a non-exempt employee within the State of California
5 from August 27, 2023, through the date of the preliminary approval of
6 settlement ("PAGA Cohort").

7 10. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of
8 Court to amend or modify the class description with greater specificity, by division into
9 subclasses, or by limitation to particular issue.

10 11. This action has been brought and may properly be maintained as a class
11 action under the provisions of § 382 of the Code of Civil Procedure because there is a
12 well-defined community of interest in the litigation and the Class and Waiting Time
13 Penalties Subclass are easily ascertainable.

14 12. Numerosity. The members of the Class and Waiting Time Penalties
15 Subclass are so numerous that joinder of all members would be unfeasible and not
16 practicable. The membership of the class and subclass are unknown to Plaintiff at this
17 time; however, it is estimated that the Class and Subclass number greater than fifty (50)
18 individuals. The identity of such membership is readily ascertainable via inspection of the
19 Company's employment and personnel records.

20 13. Typicality. Plaintiff's claims are typical of the claims of the members of the
21 Class. Defendants subjected all Class Members and Subclass Members to identical
22 violations of the California Labor Code, the Wage Orders of the California Industrial
23 Welfare Commission, and the California Business and Professions Code. The factual
24 grounds of Defendants' violations are common to all Class Members and Subclass
25 Members and represent a common thread of unlawful conduct resulting in injury to all
26 members of the Class and Subclass.

27 14. Commonality. Common questions of law and fact exist with respect to all
28 members of the Class and predominate over any questions solely affecting individual

members. Issues of law and fact common to the Class include:

- a. Whether the Company failed to pay overtime wages at the correct “regular rate of pay” for all overtime hours worked by Plaintiff and other aggrieved employees, in violation of Cal. Labor Code § 510.
- b. Whether Plaintiff and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;
- c. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of Cal. Labor Code § 226;
- d. Whether Plaintiff and members of the Class were provided with and were able to take 30 minute off-duty meal breaks by the fifth hour of the shift;
- e. Whether Plaintiff and members of the Class were authorized and permitted to take 10 minute rest breaks for every 3.5 hours of work or major fraction therein;
- f. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to authorize and permit a rest break;
- g. Whether the violations alleged in (a-f) above constitutes unfair business practices in violation of California’s Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

15. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

16. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and burden of individual lawsuits would make it virtually impossible for Class Members, Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL FACTUAL ALLEGATIONS

17. Plaintiff worked for Terra Teak and Garden Inc. as a sales associate from approximately July 2022 through January 2023.

18. Plaintiff was paid on a hourly basis plus commissions. Plaintiff regularly worked overtime hours. Defendants failed to include commissions earned in the overtime rate of pay for Plaintiff and similarly aggrieved class members.

19. Plaintiff and similarly situated employees were not permitted meal periods until after the fifth hour of work. Plaintiff and similarly situated employees were not compensated premium wages for untimely meal periods. In addition, Plaintiff and similarly situated employees were not permitted compliant rest periods due to work demands imposed by Defendants.

20. Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections, as set forth below. In particular, Defendant has violated California's wage and hour laws by:

A. Failure to Properly Pay Overtime Wages

21. During the Class Period, Plaintiff, like other members of the Class, typically and routinely worked in excess of eight hours per day and forty hours per week without payment of overtime wages at the correct rate of pay. Plaintiff, like other members of the Class, regularly received commissions which were not included in his regular rate of pay for calculation of overtime premium.

1 B. Failure to Issue Accurate Itemized Wage Statements

2 22. During the Class Period, Plaintiff, like other Class Members, was never
3 issued accurate or itemized wage statements reflecting the wages earned. This includes,
4 but is not limited to, wage statements showing actual overtime wages.

5 C. Failure to Pay All Wages Upon Separation

6 23. During the Class Period, Plaintiff separated from employment with the
7 Company. However, and like other Subclass Members, he was not paid all wages owed
8 to him at the time of separation, including overtime wages. On information and belief, the
9 Company's refusal to pay all wages owed to former employees continues, and none of the
10 Subclass Members have been paid all wages owed, despite weeks, months, and years
11 since their respective employment separations.

12 D. Failure to Provide Rest/M meal Breaks

13 24. During the Class Period, Plaintiff, like other members of the Class, was
14 discouraged from taking code compliant rest and meal breaks and Company did not
15 authorize or permit code compliant rest and meal breaks. During the Class Period, Plaintiff,
16 like other members of the Class, was not paid one hour of premium pay for missed or
17 delayed rest and/or meal breaks.

18 **FIRST CAUSE OF ACTION**
19 **UNPAID WAGES**

20 **(Plaintiff on Behalf of the Himself and the Class against All Defendants)**

21 25. Plaintiff, on behalf of himself and the Class Members, incorporates by
22 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
23 herein.

24 26. At all relevant times, Defendants have failed to pay Plaintiff for all hours
25 worked and/or have regularly and consistently maintained policies and practices of
26 refusing to pay Plaintiff for all hours worked at the correct rates of pay.

27 27. **Unpaid Overtime Wages:** Plaintiff and Class Members were entitled to
28 overtime compensation at their "regular rate of pay" for all overtime hours worked during
their employment. During Plaintiff's and the Class Members' employment, Defendants

1 failed to pay Plaintiff and the Class Members for all hours worked at the correct overtime
2 rate of pay, and Plaintiff and the Class Members are therefore entitled to the amounts
3 owed as overtime wages.

4 28. As a direct and proximate result of Defendants' conduct, as set forth herein,
5 Plaintiff and the Class Members have sustained damages and have been deprived of
6 wages and overtime compensation that are owed in amounts to be proven at trial. Plaintiff
7 and the Class Members are entitled to recovery of such amounts, plus interest, and
8 attorneys' fees and costs.

9 **SECOND CAUSE OF ACTION**
10 **FAILURE TO PROVIDE MEAL PERIODS**
11 **(Plaintiff on Behalf of the Himself and the Class against All Defendants)**

12 29. Plaintiff, on behalf of himself and the Class, incorporates by reference all
13 other paragraphs of this Complaint as if they were re-alleged and set forth herein.

14 30. California Labor Code §512 provides, in pertinent part, as follows: "An
15 employer may not employ an employee for a work period of more than five hours per day
16 without providing the employee with a meal period of not less than 30 minutes, except that
17 if the total work period per day of the employee is no more than six hours, the meal period
18 may be waived by mutual consent of both the employer and employee."

19 31. California Labor Code §512 further provides: "An employer may not employ
20 an employee for a work period of more than 10 hours per day without providing the
21 employee with a second meal period of not less than 30 minutes, except that if the total
22 hours worked is no more than 12 hours, the second meal period may be waived by mutual
23 consent of the employer and the employee only if the first meal period was not."

24 32. Cal. Labor Code §226.7(a) provides: "No employer shall require an
25 employee to work during any meal . . . period mandated by an applicable order of the
26 Industrial Welfare Commission."

27 33. The Wage Orders provide, in pertinent part, as follows: "Unless the
28 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
considered an 'on duty' meal period and counted as time worked."

34. As alleged herein, pursuant to Defendants' policies, Defendants routinely fail and failed to permit, authorize and/or provide Plaintiff and Class Members with timely meal periods in violation of all applicable Wage Order, California Regulations and California Labor Code sections.

35. In addition, during the relevant time period, Plaintiff and Class Members who worked in excess of ten (10) hours but not longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

36. By failing to provide Plaintiff and Class Members with compliant meal periods, Defendants violated California Labor Code sections 512 and 226.7, as well as applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of Defendants set forth herein, Plaintiff and Class Members have been unfairly and illegally deprived meal periods and are entitled to one additional hour of premium pay for each missed meal period.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
(Plaintiff on Behalf of Himself and the Class against All Defendants)

37. Plaintiff, on behalf of himself and the Class, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

38. The Wage Orders authorize employees to take paid rest periods based on the total hours worked daily at the rate of ten minutes rest per four hours or major fraction thereof.

39. Cal. Labor Code §226.7(a) provides: "No employer shall require an employee to work during any ... rest period mandated by an applicable order of the Industrial Welfare Commission."

40. Defendants had and still have a uniform policy and practice of not providing employees with lawful rest breaks. Plaintiff and Class Members did not and do not receive timely and full rest breaks. During the relevant time period, Defendants maintained a

1 uniform policy of providing employees with only one rest break per shift, irrespective of
2 hour worked.

3 41. By requiring Plaintiff and the Class Members to miss these rest periods,
4 Defendants violated the Wage Orders and California Labor Code section 226.7. As a result
5 of the unlawful acts of Defendants set forth herein, Plaintiff and the Class Members have
6 been unfairly and illegally deprived of rest periods, and are entitled to one additional hour
7 of premium pay for each missed rest period.

8 **FOURTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
10 **(Plaintiff on Behalf of the Himself and the Class against All Defendants)**

11 42. Plaintiff, on behalf of himself and the Class Members, incorporates by
12 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
13 herein.

14 43. Defendants knowingly and intentionally failed to provide timely, accurate,
15 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
16 IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding
17 Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

18 44. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
19 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
20 periods in which Defendants have failed to provide accurate itemized wage statements to
21 Plaintiff and the Class Members in each and every pay period during Plaintiff's and the
22 Class Members' employment. Plaintiff and the Class Members seek the amount provided
23 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
24 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)
25 for each violation in a subsequent pay period.

26 **FIFTH CAUSE OF ACTION**
27 **WAITING TIME VIOLATIONS**
28 **(Plaintiff on Behalf of Himself and the Proposed Subclass against All Defendants)**

45. Plaintiff, on behalf of himself and the Waiting Time Penalty Subclass,
incorporates by reference all other paragraphs of this Complaint as if they were re-alleged

1 and set forth herein.

2 46. California Labor Code §201(a) provides, in pertinent part, as follows: "If an
3 employer discharges an employee, the wages earned and unpaid at the time of discharge
4 are due and payable immediately."

5 47. California Labor Code §202(a) provides, in pertinent part, as follows: "If an
6 employee not having a written contract for a definite period quits his or her employment,
7 his or her wages shall become due and payable not later than 72 hours thereafter, unless
8 the employee has given 72 hours previous notice of his or her intention to quit, in which
9 case the employee is entitled to his or her wages at the time of quitting."

10 48. California Labor Code §206(a) provides, in pertinent part, as follows: "In
11 case of a dispute over wages, the employer shall pay, without condition, and within the
12 time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to
13 the employee all remedies he might otherwise be entitled to as to any balance claimed."

14 49. Where an employer willfully fails to pay, without abatement or reduction, in
15 accordance with sections 201 through 203 of the California Labor Code, all wages due to
16 an employee who has been discharged or has quit, California Labor Code §203 entitles
17 the affected employee to receive from the employer a penalty of up to 30 days wages
18 calculated from the due date of the wages until the time an action to recover the wages is
19 commenced.

20 50. As alleged herein, Defendants have failed to pay earned wages (including
21 but not limited to overtime pay for all hours worked) to Plaintiff and the Waiting Time
22 Penalty Subclass at the time they became due and payable, and has thus violated sections
23 201, 202, 203 and 206 of the California Labor Code.

24 51. Defendants' failure to pay wages as alleged herein was willful in that
25 Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving
26 all of their earned compensation because, inter alia, Defendants knowingly did not fully,
27 fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for
28 overtime and/or untimely and missed breaks.

52. It has been more than 30 days since the date of termination of Plaintiff's initial employment period and all members of the Waiting Time Penalty Subclass Class that are no longer employed by Defendant.

53. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California Labor Code §203, continuing wages as a penalty for a total of 30 days.

SIXTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200
(Plaintiff on Behalf of the Himself and the Class against All Defendants)

54. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

55. Defendants' violations of the Labor Code and other laws and regulations as alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all constitute unfair business practices in violation of the Unfair Competition Law, Business and Professions Code § 17200 et seq.

56. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members, and members of the public. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competition. Defendants should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff and the Class Members.

57. Defendants' unfair business practices entitles Plaintiff and the Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge and restore to Plaintiff and the Class Members any compensation unlawfully withheld from Plaintiff and the Class Members, and for which Defendants were unjustly enriched.

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SEVENTH CAUSE OF ACTION
CIVIL PENALTIES – PRIVATE ATTORNEY GENERAL ACT (“PAGA”)
(Plaintiff Against All Defendants)

58. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

59. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and the violations alleged herein were committed against Plaintiff. At the time of each violation, Defendants employed one or more employees. Plaintiff individually suffered the violations alleged herein, and which are the basis of this action, and therefore has standing to bring this claim on his behalf and on behalf of all other aggrieved employees falling within the statutory PAGA period.

60. Plaintiff brings this cause of action on behalf of Plaintiff and the PAGA Cohort for civil penalties for each and every Labor Code violation alleged herein, for each and every Labor Code violation alleged in the PAGA Notice and Amended Notice submitted to the Labor and Workforce Development Agency, and for those Labor Code violations arising from or the facts alleged herein and in the PAGA Notice and Amended Notice (even if not specified by code section), including but not limited to Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, and 1194.

61. On or around the date of the filing of this Complaint, Plaintiff filed a claim with the California Labor and Workforce Development Agency (hereafter, “LWDA”) and provided a copy by certified mail to Defendants.

62. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint. The LWDA did not respond to Plaintiff’s notice of the alleged violations within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies.

63. As a result of the aforesaid wrongful and illegal conduct of the Defendant, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney’s fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory and statutory damages in the amount of Plaintiff's and each Class Members unpaid overtime wages and premium wages, as well as an award of costs, interest, and reasonable attorney's fees.

2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of 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 exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee;

3. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;

4. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from unpaid overtime wages, and wages upon termination/resignation in accordance with the law;

5. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;

6. For all statutory and civil penalties as authorized by law;

7. Pre-judgment interest on any damages or other amounts deemed payable;

8. For attorney's fees and costs of suit;

9. For other or further relief as the Court deems just and proper.

Dated: February 3, 2025

HAULK & HERRERA LLP

By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff and all others
similarly situated
EDGAR RUBEN GUERRERO MUNOZ

PROOF OF SERVICE

Edgar Ruben Guerrero Munoz v. Terra Teak and Garden Inc.
Marin County Superior Court Case No.: CV0002936

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): FIRST AMENDED CLASS ACTION COMPLAINT FOR: 1. UNPAID WAGES 2. FAILURE TO PROVIDE MEAL PERIODS 3. FAILURE TO PROVIDE REST PERIODS 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 5. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 6. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 7. CIVIL PENALTIES – PRIVATE ATTORNEY GENERAL ACT (“PAGA”)	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Omer Rangoonwala, Esq. GORDON REES SCULLY MANSUKHANI GRSM50 101 West Broadway, Suite 2000 San Diego, CA 92101 Telephone: (619) 230-7488 Email: orangoonwala@grsm.com dparrott@grsm.com <i>Attorney for Defendant</i> <i>Terra Teak and Garden Inc.</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this

		business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. X	By Electronic Transmission. I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on February 3, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

February 3, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)