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and Richard Falcon

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MARK DOUGLAS, JR. and RICHARD
FALCON, individually, and on behalf of
other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

TRUGREEN LIMITED PARTNERSHIP, a
Delaware limited partnership; TRUGREEN
COMPANIES L.L.C., a Delaware limited
liability company; TRUGREEN, INC., a
Delaware corporation; and DOES 1 through
10, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

12/18/2025

By: E. Leon Barrientos Deputy

Case No.: 24CV003985

**SECOND AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 227.3 (Failure to Pay All Vested Vacation at Final Rate of Pay);

- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

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Attorneys for Plaintiffs Mark Douglas, Jr.
and Richard Falcon

1 Plaintiffs Mark Douglas, Jr. and Richard Falcon (“Plaintiffs”), individually and on
2 behalf of all other members of the public similarly situated, and as aggrieved employees, and
3 on behalf of all aggrieved employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiffs, the State of California, and
8 other current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiffs’
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court because Defendants employ persons in this
24 county, and employed Plaintiffs in this county, and thus a substantial portion of the
25 transactions and occurrences related to this action occurred in this county.

26 THE PARTIES

27 4. Plaintiff Mark Douglas, Jr. worked for Defendants as an hourly paid,
28 non-exempt Residential Laborer and Lawn Specialist from approximately April 2023 to June

1 2023. During his employment, Plaintiff Mark Douglas, Jr. typically worked 14 hours or more
2 per day and five (5) to six (6) days per week. Plaintiff Mark Douglas, Jr.'s primary job duties
3 included, without limitation, applying fertilizers, pesticides, and other growth-stimulating
4 chemicals to lawns, as well as checking for weeds on residential and commercial properties.

5 5. Plaintiff Richard Falcon worked for Defendants as an hourly paid, non-exempt
6 Residential Laborer from approximately January 2022 to November 2025. During his
7 employment, Plaintiff Richard Falcon typically worked 9 hours or more per day and four (4)
8 to five (5) days per week. Plaintiff Richard Falcon's primary job duties included, without
9 limitation, property visits, mosquito control, and insecticide spray services.

10 6. TRUGREEN LIMITED PARTNERSHIP was and is, upon information and
11 belief, a Delaware limited partnership, and at all times hereinafter mentioned, an employer
12 whose employees are engaged throughout this county and the State of California.

13 7. TRUGREEN COMPANIES L.L.C. was and is, upon information and belief, a
14 Delaware limited liability company, and at all times hereinafter mentioned, an employer
15 whose employees are engaged throughout this county and the State of California.

16 8. TRUGREEN, INC. was and is, upon information and belief, a Delaware
17 corporation, and at all times hereinafter mentioned, an employer whose employees are
18 engaged throughout this county and the State of California.

19 9. Plaintiffs are unaware of the true names or capacities of the Defendants sued
20 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
21 amend the complaint and serve such fictitiously named Defendants once their names and
22 capacities become known.

23 10. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
24 were the partners, agents, owners, or managers of TRUGREEN LIMITED PARTNERSHIP;
25 TRUGREEN COMPANIES L.L.C.; and TRUGREEN, INC. at all relevant times.

26 11. Plaintiffs are informed and believe, and thereon allege, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to, TRUGREEN
28 LIMITED PARTNERSHIP; TRUGREEN COMPANIES L.L.C.; TRUGREEN, INC.; and/or

DOES 1 through 10 (collectively, “Defendants” or “TRUGREEN”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

12. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

13. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

14. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiffs and class members. Each Defendant had the power to hire and fire Plaintiffs and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiffs and class members to work and/or “engaged” Plaintiffs and class members so as to create a common-law employment relationship. As joint employers of Plaintiffs and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiffs and class members under the law.

15. Plaintiffs are informed and believe, and thereon allege, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiffs and class members;

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- 1 (b) jointly exercised meaningful control over Plaintiffs' and class members'
2 wages, hours, and working conditions, including the quantity, quality
3 standards, speed, scheduling, and operative details of the tasks
4 performed by Plaintiffs and class members;
- 5 (c) jointly required that Plaintiffs and class members perform work which is
6 an integral part of Defendants' businesses; and
- 7 (d) jointly exercised control over Plaintiffs and class members as a matter
8 of economic reality in that Plaintiffs and class members were dependent
9 on Defendants, who shared the power to set the wages of Plaintiffs and
10 class members and determined their working conditions, and who
11 jointly reaped the benefits from the underpayment of their wages and
12 noncompliance with other statutory provisions governing their
13 employment.

14 16. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
15 there has existed a unity of interest and ownership between Defendants such that any
16 individuality and separateness between the entities has ceased.

17 17. TRUGREEN LIMITED PARTNERSHIP; TRUGREEN COMPANIES L.L.C.;
18 TRUGREEN, INC.; and DOES 1 through 10 are therefore alter egos of each other.

19 18. Adherence to the fiction of the separate existence of Defendants would permit
20 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
21 from liability for the wrongful acts committed by them under the name TRUGREEN.

22 19. Plaintiffs further allege, upon information and belief, that Defendants
23 TRUGREEN LIMITED PARTNERSHIP; TRUGREEN COMPANIES L.L.C.; and
24 TRUGREEN, INC. are alter egos of each other for the following reasons:

- 25 (a) On the California Secretary of State's website
26 (<https://bizfileonline.sos.ca.gov/>), TRUGREEN LIMITED
27 PARTNERSHIP; TRUGREEN COMPANIES L.L.C.; and
28 TRUGREEN, INC. share the same principal address and mailing

address of “1790 KIRBY PARKWAY, STE 300, MEMPHIS, TN 38138”;

(b) On the California Secretary of State’s website, TRUGREEN LIMITED PARTNERSHIP; TRUGREEN COMPANIES L.L.C.; and TRUGREEN, INC. share the same agent for service of process, “C T [CT] Corporation System”;

(c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, TRUGREEN COMPANIES L.L.C. and TRUGREEN, INC. share the same officers, including, but not limited to, Kevin E. Mann, who serves as Secretary; and

(d) On information and belief, TRUGREEN LIMITED PARTNERSHIP; TRUGREEN COMPANIES L.L.C.; and TRUGREEN, INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

20. Defendants are the nation’s largest lawn care company, providing lawn, tree, and shrub care services to residential and commercial customers across the United States. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Memphis, Tennessee, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

21. In particular, Plaintiffs and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon

1 information and belief, Defendants set forth uniform policies and procedures in several
2 documents provided at an employee's time of hire.

3 22. Upon information and belief, Defendants maintain a centralized Payroll
4 department at their company headquarters in Memphis, Tennessee, which processes payroll
5 for all non-exempt, hourly paid employees working for Defendants at their various locations
6 and jobsites in California, including Plaintiffs and class members. Based upon information
7 and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly
8 paid employees in California, irrespective of their work locations. Upon information and
9 belief, Defendants process payroll for departing employees in the same manner throughout the
10 State of California, regardless of the manner in which each employee's employment ends.

11 23. Defendants continue to employ non-exempt or hourly paid employees in
12 California.

13 24. Plaintiffs are informed and believe, and thereon allege, that at all times herein
14 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
15 and advisors knowledgeable about California labor and wage law, employment and personnel
16 practices, and about the requirements of California law.

17 25. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class
18 members were not paid for all hours worked because all hours worked were not recorded.

19 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiffs and class members were entitled to receive certain wages
21 for overtime compensation and that they were not receiving certain wages for overtime
22 compensation.

23 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
24 should have known that Plaintiffs and/or class members were entitled to be paid at a regular
25 rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
26 premiums, that included as eligible income all remuneration required by law, including but not
27 limited to, all income derived from commissions, incentive pay, nondiscretionary bonuses,
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1 and/or other forms of compensation, but failed to include all forms of remuneration in
2 calculating the regular rate of pay for Plaintiffs and/or class members.

3 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and class members were entitled to receive at least
5 minimum wages for compensation and that they were not receiving at least minimum wages
6 for work that was required to be done off-the-clock. In violation of the California Labor
7 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-
8 the-clock.

9 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
10 should have known that Plaintiffs and class members were entitled to meal periods in
11 accordance with the California Labor Code and applicable IWC Wage Order or payment of
12 one (1) additional hour of pay at their regular rates of pay when they were not provided with
13 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members
14 were not provided with all meal periods or payment of one (1) additional hour of pay at their
15 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
16 period.

17 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and class members were entitled to rest periods in
19 accordance with the California Labor Code and applicable IWC Wage Order or payment of
20 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
21 permitted to take a compliant rest period and that Plaintiffs and class members were not
22 authorized and permitted to take compliant rest periods or provided with payment of one (1)
23 additional hour of pay at their regular rates of pay when they were not authorized and
24 permitted to take a compliant rest period.

25 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and class members were entitled to receive complete and
27 accurate wage statements in accordance with California law. In violation of the California
28

1 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
2 statements.

3 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that they had a duty to maintain accurate and complete payroll records in
5 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
6 knowingly, and intentionally failed to do so.

7 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs and class members were entitled to timely payment of all
9 wages earned upon termination of employment. In violation of the California Labor Code,
10 Plaintiffs and class members did not receive payment of all wages due, including, but not
11 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
12 permissible time periods.

13 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiffs and class members were entitled to timely payment of
15 wages during their employment. In violation of the California Labor Code, Plaintiffs and
16 class members did not receive payment of all wages, including, but not limited to, overtime
17 wages, minimum wages, and/or meal and rest period premiums, within permissible time
18 periods.

19 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiffs and class members were entitled to receive itemized wage
21 statements or separate written statements showing the amount of paid sick leave available, or
22 paid time off provided in lieu of sick leave. In violation of the California Labor Code,
23 Defendants failed to provide Plaintiffs and class members with written itemized wage
24 statements or separate written statements showing this information.

25 36. Plaintiffs are informed and believe, and thereon allege, that at all times herein
26 mentioned, Defendants knew or should have known that their policies provided for paid
27 vacation time, and that Plaintiffs and class members were entitled to payment for all vested
28 and unused vacation time at their final rate of pay upon termination of employment. In

violation of the California Labor Code, Defendants failed to pay Plaintiffs and class members with their vested unused vacation time at their final rate of pay upon termination.

37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

38. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiffs and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

39. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiffs and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

40. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

41. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

1 42. Plaintiffs and other current and former employees of Defendants are “aggrieved
2 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
3 or former employees and one or more of the alleged violations were committed against them.

4 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
5 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
6 following requirements have been met:

- 7 (a) The aggrieved employee or representative shall give written notice by
8 online filing with the LWDA and by certified mail to the employer of
9 the specific provisions of the California Labor Code alleged to have
10 been violated, including the facts and theories to support the alleged
11 violation.
- 12 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
13 2699.3(a) and any employer response to that notice shall be
14 accompanied by a filing fee of seventy-five dollars (\$75).
- 15 (c) The LWDA shall notify the employer and the aggrieved employee or
16 representative by certified mail that it does not intend to investigate the
17 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
18 the postmark date of the aggrieved employee’s notice. Upon receipt of
19 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
20 (65) calendar days of the postmark date of the aggrieved employee’s
21 notice, the aggrieved employee may commence a civil action pursuant
22 to California Labor Code section 2699 to recover civil penalties.

23 44. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
24 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any
25 provision other than those listed in Section 2699.5 after the following requirements have been
26 met:

- 27 (a) The aggrieved employee or representative shall give written notice by
28 online filing with the LWDA and by certified mail to the employer of

1 the specific provisions of the California Labor Code alleged to have
2 been violated (other than those listed in Section 2699.5), including the
3 facts and theories to support the alleged violation.

4 (b) An aggrieved employee's notice filed with the LWDA pursuant to
5 2699.3(c) and any employer response to that notice shall be
6 accompanied by a filing fee of seventy-five dollars (\$75).

7 (c) The employer may cure the alleged violation within thirty-three (33)
8 calendar days of the postmark date of the notice sent by the aggrieved
9 employee or representative. The employer shall give written notice
10 within that period of time by certified mail to the aggrieved employee or
11 representative and by online filing with the LWDA if the alleged
12 violation is cured, including a description of actions taken, and no civil
13 action pursuant to Section 2699 may commence. If the alleged violation
14 is not cured within the 33-day period, the aggrieved employee may
15 commence a civil action pursuant to Section 2699.

16 45. On March 14, 2024, Plaintiff Mark Douglas, Jr. provided written notice by
17 online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of
18 the California Labor Code alleged to have been violated, including facts and theories to
19 support the alleged violations, in accordance with California Labor Code section 2699.3.
20 Plaintiff Mark Douglas, Jr.'s written notice was accompanied with the applicable filing fee of
21 seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff
22 Mark Douglas, Jr.'s written notice and assigned Plaintiff Mark Douglas, Jr. a PAGA Case
23 Number LWDA-CM-1016719-24. A true and correct copy of Plaintiff Mark Douglas, Jr.'s
24 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

25 46. On April 17, 2024, Plaintiff Richard Falcon provided written notice by online
26 filing to the LWDA and by Certified Mail to TRUGREEN LIMITED PARTNERSHIP of the
27 specific provisions of the California Labor Code alleged to have been violated, including facts
28 and theories to support the alleged violations, in accordance with California Labor Code

1 section 2699.3. Plaintiff Richard Falcon’s written notice was accompanied with the
2 applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator
3 confirmed receipt of Plaintiff Richard Falcon’s written notice and assigned Plaintiff PAGA
4 Case Number LWDA-CM-1022898-24. A true and correct copy of Plaintiff Richard Falcon’s
5 written notice to the LWDA and TRUGREEN LIMITED PARTNERSHIP is attached hereto
6 as “Exhibit 2.”

7 47. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
8 sent the notices described above to the LWDA, and the LWDA has not responded that it
9 intends to investigate Plaintiffs’ claims and Defendants have not cured the violations.

10 48. Thus, Plaintiffs have satisfied the administrative prerequisites under California
11 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
12 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
13 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

14 49. Labor Code section 558(a) provides “[a]ny employer or other person acting on
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provision regulating hours and days of work in any order of the Industrial Welfare
17 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
20 underpaid employee for each pay period for which the employee was underpaid” Labor
21 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
22 to any other civil or criminal penalty provided by law.”

23 50. Defendants, at all times relevant to this complaint, were employers or persons
24 acting on behalf of an employer(s) who violated Plaintiffs’ and other aggrieved employees’
25 rights by violating various sections of the California Labor Code as set forth above.

26 51. As set forth below, Defendants have violated numerous provisions of both the
27 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
28 Order.

52. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

53. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

54. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

55. Plaintiffs' proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from September 1, 2022, until the date of trial ("Class").

56. Plaintiffs' proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

57. Members of the Class and Subclass are referred to herein as "class members."

58. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

59. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants required Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty

(40) hours per week and failed to pay all legally required overtime compensation to Plaintiffs and class members;

- (b) Whether Defendants failed to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiffs and/or class members;
- (c) Whether Defendants failed to pay Plaintiffs and class members at least minimum wages for all hours worked;
- (d) Whether Defendants failed to provide Plaintiffs and class members with meal periods;
- (e) Whether Defendants failed to authorize and permit Plaintiffs and class members to take rest periods;
- (f) Whether Defendants provided Plaintiffs and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiffs and class members upon their discharge;
- (i) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiffs and class members during their employment;
- (j) Whether Defendants provided Plaintiffs and class members with written notice of paid sick leave available, or paid time off, as required by California Labor Code section 246;
- (k) Whether Defendants failed to pay Plaintiffs and class members for their unused vested vacation time at their final rate of pay;

- (l) Whether Defendants failed to reimburse Plaintiffs and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (m) Whether Defendants failed to provide written notice of information material to Plaintiffs' and class members' employment with Defendants;
- (n) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (o) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

60. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that they have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are

versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

61. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

62. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission

1 shall be the . . . standard conditions of labor for employees. The employment of any employee
2 . . . under conditions of labor prohibited by the order is unlawful.”

3 63. California Labor Code section 1198 and the applicable IWC Wage Order
4 provide that it is unlawful to employ persons without compensating them at a rate of pay
5 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
6 number of hours worked by the person on a daily or weekly basis.

7 64. Specifically, the applicable IWC Wage Order provides that Defendants are and
8 were required to pay Plaintiffs and class members working more than eight (8) hours in a day
9 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
10 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
11 workweek.

12 65. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiffs and class members working more than twelve (12) hours in a day,
14 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
15 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
16 employee, including nondiscretionary bonuses and incentive pay.

17 66. California Labor Code section 510 codifies the right to overtime compensation
18 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
20 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
21 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
22 in a day on the seventh (7th) day of work.

23 67. During the relevant time period, Defendants willfully failed to pay all overtime
24 wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and
25 class members were not paid overtime premiums for all of the hours they worked in excess of
26 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
27 hours in a week, because all hours worked were not recorded.

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1 68. During the relevant time period, Defendants had a policy and/or practice of
2 discouraging and impeding Plaintiffs and class members from recording hours worked that
3 were outside of their scheduled shifts, in order to limit the amount of overtime employees
4 could accrue. Defendants' management instructed Plaintiffs and class members to clock in
5 and out at their scheduled shift start-times and shift end-times instead of their actual hours
6 worked to limit overtime hours employees were eligible to be compensated for. Because
7 Defendants discouraged overtime accrual, Plaintiffs and class members were required to
8 complete assigned tasks before and after their scheduled shifts and on their days off without
9 being compensated for the time they worked. For example, in order to meet Defendants'
10 expectations of completing daily tasks within their scheduled hours, Plaintiffs would report to
11 work before their scheduled shift start-time in order to complete their assigned duties, such as
12 loading their truck with supplies needed for the day and/or attending a team meeting, before
13 they could clock in. As a further example, at the end of their scheduled shifts, Plaintiffs were
14 required to clock out and then spend additional time unloading their trucks and conducting an
15 inventory of supplies after clocking out. To the extent Defendants' timekeeping policies have
16 taken away time worked that was eligible for overtime, Plaintiffs and class members have
17 been denied overtime pay for all hours worked. In addition, Plaintiffs were required to
18 respond to phone communications from their supervisors and coworkers on their days off. For
19 instance, Plaintiffs would answer work-related phone calls and text messages from their
20 supervisors and coworkers about their routes and work-related issues. However, Plaintiffs and
21 class members were not allowed to record this time spent working.

22 69. Defendants knew or should have known that, as a result of these company-wide
23 practices and/or policies, Plaintiffs and class members were performing their assigned duties
24 off-the-clock, and were suffered or permitted to perform work for which they were not paid.
25 Because Plaintiffs and class members worked shifts of eight (8) hours a day or more, or forty
26 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
27 pay. Therefore, Plaintiffs and class members were not paid overtime wages for all of the
28 overtime hours they actually worked.

70. Defendants' failure to pay Plaintiffs and class members the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

**Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)**

71. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11050(2)(L) (defining “Hours Worked”).

73. As set forth above, Defendants maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours rather than hours actually worked, thereby shorting Plaintiffs and class members for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Plaintiffs and class members performed various work-related tasks while off-the-clock before and after their shifts and on their days off, including loading and unloading their trucks, conducting an inventory of supplies, attending team meetings, and communicating with supervisors and coworkers regarding work-related matters.

74. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiffs and class members. To the extent that these off-the-clock hours did not qualify for

1 overtime premium payment, Defendants did not pay at least minimum wages for those hours
2 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197,
3 1197.1, and 1198.

4 75. Defendants' failure to pay Plaintiffs and class members minimum wages
5 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
6 California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover
7 from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
8 interest thereon.

9 **THIRD CAUSE OF ACTION**

10 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 11 **Violations** 12 **(Against all Defendants)**

13 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
14 and every allegation set forth above.

15 77. At all relevant times herein set forth, California Labor Code section 512(a)
16 provides that an employer may not require, cause, or permit an employee to work for a period
17 of more than five (5) hours per day without providing the employee with a meal period of not
18 less than thirty (30) minutes, except that if the total work period per day of the employee is
19 not more than six (6) hours, the meal period may be waived by mutual consent of both the
20 employer and the employee. Under California law, first meal periods must start after no more
21 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

22 78. At all relevant times herein set forth, California Labor Code sections 226.7,
23 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
24 meal period mandated by an applicable order of the IWC.

25 79. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
26 the applicable IWC Wage Order also require employers to provide a second meal period of
27 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
28 employee one (1) additional hour of pay at the employee's regular rate, except that if the total

1 hours worked is no more than twelve (12) hours, the second meal period may be waived by
2 mutual consent of the employer and the employee only if the first meal period was not waived.

3 80. During the relevant time period, Defendants had, and continue to have, a
4 company-wide policy and/or practice of scheduling and dispatching their employees to
5 complete lawn care appointments, which included traveling to 15-30 residential and
6 commercial properties of varying sizes and applying fertilizers/pesticides each day, without
7 building in sufficient time to allow for 30-minute meal periods. Often, Defendants
8 underestimated the size of properties and subsequently did not allocate enough time in
9 employees' routes to complete all appointments and take compliant meal periods.

10 81. Further, Defendants had, and continue to have, a company-wide policy and/or
11 practice of understaffing their routes while assigning heavy workloads, resulting in a failure to
12 provide Plaintiffs and class members with adequate meal period coverage. Defendants
13 understaffed their routes by adopting a single-staffing model for certain positions, often
14 regardless of property size, which exacerbated the lack of meal period coverage for
15 employees. As a result of Defendants' policy of understaffing and/or single-staffing,
16 Plaintiffs and class members were not always afforded uninterrupted 30-minute meal periods
17 during shifts when they were entitled to receive a meal period. Lawn care appointments could
18 take longer than the time Defendants allotted for them, such that Plaintiffs and class members
19 were unable to take compliant meal periods. In conjunction with varying appointment
20 durations, travel time between client properties could take longer than anticipated due to
21 traffic conditions, which further impeded Plaintiffs and class members from taking compliant
22 meal periods.

23 82. Additionally, upon information and belief, Defendants had no mechanism in
24 place to permit Plaintiff and class members to take meal periods when the schedule was
25 thrown off because one or more of their appointments took longer than the scheduled time, or
26 if travel time between appointments was extended by traffic conditions. Defendants'
27 company-wide policy and/or practice of allotting too little time for employees to actually
28 complete the appointments on their routes has prevented Plaintiffs and class members from

1 being relieved of their duties to take uninterrupted 30-minute meal periods. For example,
2 Plaintiffs missed their meal periods in order to meet Defendants' appointment time frame
3 expectations. Additionally, Plaintiffs also took their meal periods late, after the fifth hour of
4 work, or had their meal periods shortened to return to work early, due to the heavy workload.
5 Thus, as a result of Defendants' policies and/or practices, Plaintiffs and class members were
6 forced to work in excess of five (5) hours before taking a meal period, had their meal periods
7 interrupted, and/or had to forgo their meal periods altogether.

8 83. Moreover, Defendants did not provide Plaintiffs and class members with
9 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one
10 day. During their employment, Plaintiffs worked shifts in excess of ten (10) or more hours
11 per day but was not provided a second 30-minute meal period. Plaintiffs and class members
12 did not sign valid meal period waivers on days that they were entitled to meal periods and
13 were not relieved of all duties.

14 84. At all times mentioned herein, Defendants knew or should have known that as a
15 result of their company-wide policies and/or practices, Plaintiffs and class members were not
16 actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further
17 knew or should have known that they did not pay Plaintiffs and class members all meal period
18 premiums when meal periods were late, interrupted, shortened, and/or missed.

19 85. Furthermore, Defendants engaged in a company-wide practice and/or policy of
20 not paying all meal period premiums owed when compliant meal periods are not provided.
21 Because of this practice and/or policy, Plaintiffs and class members have not received
22 premium pay for missed, late, and interrupted meal periods.

23 86. Defendants' conduct violates the applicable IWC Wage Order, and California
24 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiffs and class members are therefore
25 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
26 rate of compensation for each work day that the meal period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
3 **(Against all Defendants)**

4 87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
5 and every allegation set forth above.

6 88. At all relevant times herein set forth, the applicable IWC Wage Order and
7 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and class
8 members' employment by Defendants.

9 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 90. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest
18 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
19 employer must "relinquish any control over how employees spend their break time, and
20 relieve their employees of all duties—including the obligation that an employee remain on
21 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
22 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
23 Labor Code section 226.7(c), Plaintiffs and class members are entitled to recover from
24 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
25 required rest period was not authorized and permitted.

26 91. During the relevant time period, Defendants regularly failed to authorize and
27 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
28 hour period worked or major fraction thereof. As with meal periods, Defendants' company-

1 wide practices, including scheduling and dispatching their employees to complete lawn care
2 appointments, understaffing/single-staffing their routes, and assigning heavy workloads,
3 prevented Plaintiffs and class members from being relieved of all duty in order to take their
4 rest periods. Defendants also failed to schedule rest periods, which, coupled with Defendants'
5 failure to provide adequate rest period coverage, further led to Plaintiffs and class members
6 not being authorized and permitted to take compliant rest periods.

7 92. Moreover, on information and belief, Defendants maintained a company-wide
8 on-premises rest period policy, which effectively required that Plaintiffs and/or class members
9 remain on the premises during their rest periods. Because Plaintiffs and/or class members
10 were restricted from leaving the jobsites during rest periods, they were denied the ability to
11 use their rest periods freely for their own purposes, such as running personal errands. Thus,
12 Defendants effectively maintained control over Plaintiffs and/or class members during rest
13 periods.

14 93. As a result of Defendants' practices and policies, Plaintiffs and class members
15 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
16 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
17 Plaintiffs had to forgo their rest periods due to the heavy workload and a lack of rest period
18 coverage.

19 94. Defendants have also engaged in a systematic, company-wide practice and/or
20 policy of not paying rest period premiums owed when rest periods are not authorized and
21 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
22 received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize
23 and permit all compliant rest periods and failed to pay the full rest period premiums due.

24 95. Defendants' conduct violates the applicable IWC Wage Order and California
25 Labor Code sections 226.7, 516, and 1198. Plaintiffs and class members are therefore entitled
26 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
27 compensation for each work day that a compliant rest period was not authorized and
28 permitted.

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 96. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 97. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and
10 address of the legal entity that is the employer, the inclusive dates of the pay period, total
11 hours worked, and all applicable rates of pay.

12 98. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the
16 address of the legal entity that is the employer; and all applicable hourly rates in effect during
17 the pay period, including rates of pay for overtime wages, and the corresponding number of
18 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
19 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

20 99. First, because Defendants did not record the time Plaintiffs and Subclass
21 members spent working off the clock, Defendants did not list the correct amount of gross
22 wages and net wages earned by Plaintiffs and Subclass members in compliance with sections
23 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
24 number of hours worked by Plaintiffs and Subclass members, in violation of section 226(a)(2),
25 and failed to list the applicable hourly rates of pay in effect during the pay period and the
26 corresponding accurate number of hours worked at each hourly rate, in violation of section
27 226(a)(9).

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100. Second, and separately from these violations, Defendants issued uniform wage statements to Plaintiffs and Subclass members that failed to list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, Defendants systematically, and on a company-wide basis, issued wage statements to Plaintiffs and Subclass members that fail to correctly list the employing entity's correct address. Plaintiffs' and Subclass members' wage statements incorrectly list the employer's address as "1790 KIRBY PARKWAY, MEMPHIS, TN 38138," but according to the California Secretary of State's website, Defendant TRUGREEN LIMITED PARTNERSHIP's complete entity address should be "1790 KIRBY PARKWAY STE 300, MEMPHIS, TN 38138-7411" (emphasis added).

101. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list 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; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

102. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or

1 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
2 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and Subclass
3 members showing the daily hours they worked and the wages paid thereto as a result of failing
4 to record the off-the-clock hours that they worked.

5 103. California Labor Code section 1198 provides that the maximum hours of work
6 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
7 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
8 employment of any employees for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
10 Wage Order, employers are required to keep accurate time records showing when the
11 employee begins and ends each work period and meal period. During the relevant time
12 period, Defendants engaged in company-wide practices and/or policies of failing to record
13 actual hours worked, and thereby failed to keep accurate records of work period and meal
14 period start and end times for Plaintiffs and Subclass members, in violation of section 1198.
15 Furthermore, in light of Defendants’ failure to provide Plaintiffs and Subclass members with
16 second 30-minute meal periods to which they were entitled, Defendants kept no records of
17 meal start and end times for second meal periods.

18 104. Plaintiffs and Subclass members are entitled to recover from Defendants the
19 greater of their actual damages caused by Defendants’ failure to comply with California Labor
20 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
21 employee.

22 SIXTH CAUSE OF ACTION

23 Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon 24 Termination 25 (Against all Defendants)

26 105. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
27 and every allegation set forth above.

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1 106. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
2 that if an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
4 her employment, his or her wages shall become due and payable not later than seventy-two
5 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
6 his or her intention to quit, in which case the employee is entitled to his or her wages at the
7 time of quitting.

8 107. On information and belief, Defendants have a company-wide practice and/or
9 policy of paying departing employees their final wages on the next regular pay cycle, instead
10 of adhering to the time requirements set forth in Labor Code sections 201 and 202. For
11 example, Defendants terminated Plaintiff Mark Douglas, Jr. on or about June 3, 2023, and
12 terminated Plaintiff Richard Falcon on or about November 15, 2025; however, Defendants did
13 not provide Plaintiffs with their final wages until the next regular payday, which was several
14 days after their date of termination. Thus, Defendants failed to pay Plaintiffs their final wages
15 immediately, in violation of California Labor Code section 201.

16 108. Additionally, Defendants willfully failed to pay Plaintiffs and class members
17 who are no longer employed by Defendants the earned and unpaid wages set forth above,
18 including but not limited to, overtime wages, minimum wages, and/or meal and rest period
19 premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving
20 Defendants' employ.

21 109. Defendants' failure to pay Plaintiffs and class members who are no longer
22 employed by Defendants their wages earned and unpaid at the time of discharge, or within
23 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
24 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the
25 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
26 thirty (30) day maximum pursuant to California Labor Code section 203.

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1 **SEVENTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**

3 **Employment**

4 **(Against all Defendants)**

5 110. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 111. This cause of action is dependent upon, and wholly derivative of, the overtime
8 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
9 Plaintiffs and class members during their employment.

10 112. At all times relevant herein set forth, Labor Code section 204 provides that all
11 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
12 days, inclusive, of any calendar month, other than those wages due upon termination of an
13 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
14 the month during which the labor was performed.

15 113. At all times relevant herein, Labor Code section 204 provides that all wages
16 earned by any person in any employment between the sixteenth (16th) and the last day,
17 inclusive, of any calendar month, other than those wages due upon termination of an
18 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
19 month.

20 114. At all times relevant herein, Labor Code section 204 provides that all wages
21 earned for labor in excess of the normal work period shall be paid no later than the payday for
22 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
23 204 provides that the requirements of this section are deemed satisfied by the payment of
24 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
25 seven (7) calendar days following the close of the payroll period.

26 115. During the relevant time period, Defendants willfully failed to pay Plaintiffs
27 and class members all wages due including, but not limited to, overtime wages, minimum
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1 wages, and/or meal and rest period premiums, within the time periods specified by California
2 Labor Code section 204.

3 116. Defendants' failure to timely pay Plaintiffs and class members all wages due
4 violates Labor Code section 204. Plaintiffs and class members are therefore entitled to
5 recover from Defendants the statutory penalty wages pursuant to California Labor Code
6 section 210.

7 **EIGHTH CAUSE OF ACTION**

8 **Violation of California Labor Code § 227.3— Failure to Pay All Vested Vacation at Final**
9 **Rate of Pay**
10 **(Against all Defendants)**

11 117. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
12 and every allegation set forth above.

13 118. At all times relevant herein set forth, Labor Code section 227.3 provides that
14 unless otherwise provided by a collective-bargaining agreement, whenever a contract of
15 employment or employer policy provides for paid vacations, and an employee is terminated
16 without having taken off his vested vacation time, all vested vacation shall be paid to him as
17 wages at his final rate in accordance with such contract of employment or employer policy
18 respecting eligibility or time served; provided, however, that an employment contract or
19 employer policy shall not provide for forfeiture of vested vacation time upon termination.

20 119. During the relevant time period, Defendants promulgated and maintained a
21 uniform policy providing for paid vacations.

22 120. During the relevant time period, Plaintiffs' employment contracts with
23 Defendants included paid vacations.

24 121. During the relevant time period, Defendants have had a consistent policy of
25 failing to provide Plaintiffs and class members with compensation at their final rate of pay for
26 unused vested paid vacation time pursuant to Labor Code 227.3.

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122. During the relevant time period, Defendants failed to pay unused vested vacation to Plaintiffs and class members at their final rate of pay upon termination or resignation of employment.

123. Defendant's failure to pay all vested vacation at final rate of pay violates Labor Code section 227.3. Plaintiffs and class members are therefore entitled to recover from Defendants their vested and unused vacation time at their final rate of pay.

NINTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

124. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

125. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

126. During the relevant time period, Defendants, on a company-wide basis, required Plaintiffs and class members to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Plaintiffs were required to use their personal cellular phones to communicate with their supervisors and coworkers to discuss routes and work-related issues. Although

1 Defendants required Plaintiffs and class members to use their personal mobile devices and/or
2 mobile data to carry out their work-related duties, Defendants failed to reimburse them for
3 their costs incurred.

4 127. Defendants could have provided Plaintiffs and class members with the actual
5 equipment for use on the job, such as company mobile devices, or Defendants could have
6 reimbursed employees for the cost of their mobile device usage. Instead, Defendants passed
7 these operating costs off onto Plaintiffs and class members. At all relevant times, Plaintiffs
8 did not earn at least two (2) times the minimum wage.

9 128. Defendants' company-wide policy and/or practice of not reimbursing
10 employees for expenses necessarily incurred and passing on their operating costs to Plaintiffs
11 and class members violates California Labor Code section 2802. Defendants have
12 intentionally and willfully failed to reimburse Plaintiffs and class members for necessary
13 business-related expenses and costs.

14 129. Plaintiffs and class members are entitled to recover from Defendants their
15 business-related expenses incurred during the course and scope of their employment, plus
16 interest.

17 **TENTH CAUSE OF ACTION**

18 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

19 **(Against all Defendants)**

20 130. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
21 and every allegation set forth above.

22 131. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiffs to recover
23 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
24 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
25 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
26 permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of
27 those Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12,
28 and 2810.5.

1 132. Defendants' conduct, as alleged herein, violates numerous sections of the
2 California Labor Code, including, but not limited to, the following:

- 3 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
4 Wage Order for Defendants' failure to compensate Plaintiffs and other
5 aggrieved employees with all required overtime pay, as alleged herein
6 and as set forth below;
- 7 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to include all forms
9 of remuneration in the "regular rate" of pay as required by law for
10 purposes of paying overtime wages and/or meal and rest period
11 premiums to other aggrieved employees, as set forth below;
- 12 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
13 1198, and the applicable IWC Wage Order for Defendants' failure to
14 compensate Plaintiffs and other aggrieved employees with at least
15 minimum wages for all hours worked, as alleged herein;
- 16 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
17 applicable IWC Wage Order for Defendants' failure to provide
18 Plaintiffs and other aggrieved employees with meal periods, as alleged
19 herein and as set forth below;
- 20 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
21 applicable IWC Wage Order for Defendants' failure to authorize and
22 permit Plaintiffs and other aggrieved employees to take rest periods, as
23 alleged herein and as set forth below;
- 24 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
25 IWC Wage Order for failure to provide accurate and complete wage
26 statements to Plaintiffs and other aggrieved employees, as alleged
27 herein and set forth below;

28 ///

- 1 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
2 IWC Wage Order for failure to maintain payroll records, as alleged
3 herein;
- 4 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
5 earned wages upon termination, as alleged herein;
- 6 (i) Violation of Labor Code section 204 for failure to pay all earned wages
7 during employment, as alleged herein;
- 8 (j) Violation of Labor Code section 246 for failure to provide written notice
9 of paid sick leave available, or paid time off, as set forth below;
- 10 (k) Violation of Labor Code section 2802 for failure to reimburse other
11 aggrieved employees for all business expenses necessarily incurred, as
12 alleged herein; and
- 13 (l) Violation of Labor Code section 2810.5 for failure to provide notice of
14 material terms of employment, as set forth below.

15 133. During the relevant time period, as stated, Defendants failed to pay Plaintiffs
16 and other aggrieved employees all required overtime pay because all hours worked were not
17 recorded. Furthermore, Defendants did not pay other aggrieved employees the correct
18 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
19 wage, Defendants paid other aggrieved employees commissions, incentive pay,
20 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
21 California Labor Code, Defendants failed to incorporate all compensation, including
22 commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration,
23 into the calculation of the regular rate of pay for purposes of calculating the overtime wage
24 rate. Therefore, during times when other aggrieved employees worked overtime and received
25 these other forms of pay, Defendants failed to pay all overtime wages by paying a lower
26 overtime rate than required.

27 134. Defendants' failure to compensate Plaintiffs and other aggrieved employees
28 with all required overtime pay and Defendants' failure to properly calculate the overtime rates

1 paid to other aggrieved employees is in violation of California Labor Code sections 510 and
2 1198, and the applicable IWC Wage Order.

3 135. As stated, during the relevant time period, Defendants engaged in a company-
4 wide practice and/or policy of not paying all meal period premiums owed when compliant
5 meal periods are not provided. Because of this practice and/or policy, Plaintiffs and other
6 aggrieved employees have not received all premium pay for missed, late, and interrupted meal
7 periods. Alternatively, to the extent that Defendants did pay other aggrieved employees for
8 missed, late, and interrupted meal periods, Defendants did not pay other aggrieved employees
9 at the correct rate of pay for premiums because Defendants systematically failed to include all
10 forms of compensation, such as commissions, incentive pay, nondiscretionary bonuses, and/or
11 other forms of remuneration, in the regular rate of pay.

12 136. Defendants' failure to properly calculate the rates of pay for meal period
13 premiums based on all remuneration paid is in violation of California Labor Code sections
14 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order.

15 137. As stated, as with meal periods, Defendants also have engaged in a company-
16 wide practice and/or policy of not paying all rest period premiums owed when compliant rest
17 periods are not authorized or permitted. Because of this practice and/or policy, Plaintiffs and
18 other aggrieved employees have not received premium pay for all missed rest periods.
19 Alternatively, to the extent that Defendants did pay other aggrieved employees one (1)
20 additional hour of premium pay for missed rest periods, Defendants did not pay other
21 aggrieved employees at the correct rate of pay for premiums because Defendants failed to
22 include all forms of compensation, such as commissions, incentive pay, nondiscretionary
23 bonuses, and/or other forms of remuneration, in the regular rate of pay.

24 138. Defendants' failure to properly calculate the rates of pay for rest period
25 premiums based on all remuneration paid is in violation of California Labor Code sections
26 226.7, 516, and 1198, and the applicable IWC Wage Order.

27 139. During the relevant time period, because Defendants did not calculate other
28 aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages

1 and/or meal and rest period premiums, Defendants did not list the correct amount of gross
2 wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not
3 list the correct amount of net wages earned by other aggrieved employees in violation of
4 section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect
5 during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest
6 period premiums, in violation of section 226(a)(9). Defendants' conduct is in violation of
7 California Labor Code section 226(a).

8 140. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
9 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
10 days from the commencement of employment with paid sick days, to be accrued at least one
11 hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section
12 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick
13 leave (or equivalent paid leave or paid time off) in each year of the employee's employment.
14 Further, Labor Code section 246(i) provides that an employer must provide an employee with
15 written notice that sets forth the amount of paid sick leave available, or paid time off that an
16 employer provides in lieu of sick leave, for use on either the employee's itemized wage
17 statement or in a separate written statement provided on the designated pay date with the
18 employee's wages.

19 141. During the relevant time period, Defendants failed, on a company-wide basis,
20 to provide Plaintiffs and other aggrieved employees written notice on wage statements and/or
21 other separate written statements that listed the amount of paid sick leave (or equivalent paid
22 leave or paid time off) available to them. Defendants' ongoing and systematic failure to
23 provide written notice of sick leave benefits to Plaintiffs and other aggrieved employees
24 violates California Labor Code section 246(i).

25 142. California's Wage Theft Prevention Act was enacted to ensure that employers
26 provide employees with basic information material to their employment relationship at the
27 time of hiring, and to ensure that employees are given written and timely notice of any
28 changes to basic information material to their employment. Codified at California Labor

1 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
2 employer must provide written notice to employees containing basic and material payroll
3 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
4 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
5 overtime, the regular payday designated by the employer, and any allowances claims as part
6 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
7 (C).

8 143. On information and belief, Defendants failed to provide Plaintiffs and other
9 aggrieved employees written notice that lists the requisite information set forth in Labor Code
10 section 2810.5(a)(1)(A)-(C).

11 144. Defendants' failure to provide Plaintiffs and other aggrieved employees with
12 written notice of basic information regarding their employment with Defendants is in violation
13 of Labor Code section 2810.5.

14 145. Therefore, Plaintiffs and other aggrieved employees are entitled to recover civil
15 penalties pursuant to Labor Code sections 226.3, 248.5, 558, and/or 2699(a), (f), and (g).

16 **ELEVENTH CAUSE OF ACTION**

17 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

18 **Unlawful Business Practices**

19 **(Against all Defendants)**

20 146. Plaintiffs incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 147. Defendants are "persons" as defined by California Business & Professions
23 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
24 and/or associations.

25 148. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
26 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have
27 suffered injury in fact and has lost money as a result of Defendants' unlawful business
28

practices. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

149. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

150. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

- (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, as alleged herein;
- (b) Failing to pay at least minimum wage to Plaintiffs and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Failing to provide all meal periods to Plaintiffs and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to authorize and permit Plaintiffs and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to provide Plaintiffs and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein; and
- (f) Failing to timely pay all earned wages to Plaintiffs and class members in violation of California Labor Code section 204, as alleged herein;

- 1 (g) Failing to provide written notice of paid sick leave benefits available in
2 violation of California Labor Code section 246, as set forth below;
- 3 (h) Failing to reimburse Plaintiffs and class members for all business
4 expenses necessarily incurred in violation of California Labor Code
5 section 2802, as alleged herein; and
- 6 (i) Failing to provide written notice of information material to Plaintiffs'
7 and class members' employment with Defendants in violation of
8 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

9 151. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
10 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
11 days from the commencement of employment with paid sick days, to be accrued at least one
12 hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section
13 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick
14 leave (or equivalent paid leave or paid time off) in each year of the employee's employment.
15 Further, Labor Code section 246(i) provides that an employer must provide an employee with
16 written notice that sets forth the amount of paid sick leave available, or paid time off that an
17 employer provides in lieu of sick leave, for use on either the employee's itemized wage
18 statement or in a separate written statement provided on the designated pay date with the
19 employee's wages.

20 152. During the relevant time period, Defendants failed, on a company-wide basis,
21 to provide Plaintiffs and class members written notice on wage statements and/or other
22 separate written statements that listed the amount of paid sick leave (or equivalent paid leave
23 or paid time off) available to them. Defendants' ongoing and systematic failure to provide
24 written notice of sick leave benefits to Plaintiffs and class members violates California Labor
25 Code section 246(i).

26 153. At all relevant times herein, California's Wage Theft Prevention Act was
27 enacted to ensure that employers provide employees with basic information material to their
28 employment relationship at the time of hiring, and to ensure that employees are given written

1 and timely notice of any changes to basic information material to their employment. Codified
2 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
3 time of hiring, an employer must provide written notice to employees containing basic and
4 material payroll information, including, among other things, the rate(s) of pay and basis
5 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
6 including any rates for overtime, the regular payday designated by the employer, and any
7 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
8 Code § 2810.5(a)(1)(A)-(C).

9 154. At all relevant times, on information and belief, Defendants failed, on a
10 company-wide basis, to provide written notice to Plaintiffs and class members that lists the
11 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
12 to provide Plaintiffs and class members with written notice of basic information regarding
13 their employment with Defendants is in violation of California Labor Code section 2810.5.

14 155. As a result of the violations of California law herein described, Defendants
15 unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members
16 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
17 herein.

18 156. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
19 Plaintiffs and class members are entitled to restitution of the wages withheld and retained by
20 Defendants during a period that commences four years prior to the filing of the initial
21 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
22 Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of
23 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

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1 **TWELFTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 157. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 158. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 159. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered
12 injury in fact and has lost money as a result of Defendants’ unfair business practices.
13 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure section 1021.5.

15 160. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiffs and class members all meal and rest period premiums due to
17 them under California Labor Code section 226.7, deprived Plaintiffs and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiffs and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 161. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28

1 and practices have violated the spirit of California's meal and rest period laws and constitute
2 acts against the public policy behind these laws.

3 162. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
4 Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory
5 benefits implemented by section 226.7 withheld and retained by Defendants during a period
6 that commences four years prior to the filing of the initial complaint; a permanent injunction
7 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
8 Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil
9 Procedure section 1021.5 and other applicable laws; and an award of costs.

10 **REQUEST FOR JURY TRIAL**

11 Plaintiffs request a trial by jury.

12 **PRAYER FOR RELIEF**

13 Plaintiffs, on behalf of all others similarly situated, prays for relief and judgment
14 against Defendants, jointly and severally, as follows:

15 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
16 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiffs
17 reserve the right to amend their prayer for relief to seek a different amount.

18 **Class Certification**

- 19 2. That this case be certified as a class action;
20 3. That Plaintiffs be appointed as the representatives of the Class and Subclass;
21 4. That counsel for Plaintiffs be appointed as class counsel.

22 **As to the First Cause of Action**

23 5. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to
25 pay all overtime wages due to Plaintiffs and class members;

26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

28 ///

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiffs and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiffs and class members;

17. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiffs and class members to take all rest periods;

24. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

1 31. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 32. For injunctive relief pursuant to California Labor Code section 226(h);

4 33. For statutory penalties pursuant to California Labor Code section 226(e);

5 34. For attorneys' fees and costs pursuant to California Labor Code section
6 226(e)(1); and

7 35. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Sixth Cause of Action**

10 36. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
12 and/or meal and rest period premiums owed at the time of termination of the employment of
13 Plaintiffs and other terminated class members;

14 37. For all actual, consequential and incidental losses and damages, according to
15 proof;

16 38. For waiting time penalties according to proof pursuant to California Labor
17 Code section 203 for all employees who have left Defendants' employ;

18 39. For pre-judgment interest on any unpaid wages from the date such amounts
19 were due, or as otherwise provided by law;

20 40. For attorneys' fees pursuant to California Code of Civil Procedure section
21 1021.5, or as otherwise provided by law; and

22 41. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 **As to the Seventh Cause of Action**

25 42. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members
27 overtime wages, minimum wages, and/or meal and rest period premiums during their
28 employment;

1 43. For all actual, consequential and incidental losses and damages, according to
2 proof;

3 44. For statutory penalties according to proof pursuant to California Labor Code
4 section 210;

5 45. For pre-judgment interest on any unpaid wages from the date such amounts
6 were due, or as otherwise provided by law;

7 46. For attorneys' fees pursuant to California Code of Civil Procedure section
8 1021.5, or as otherwise provided by law; and

9 47. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 **As to the Eighth Cause of Action**

12 48. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code section 227.3 by willfully failing to pay Plaintiffs and class members all vested
14 vacation at their final rate of pay;

15 49. For all actual, consequential and incidental losses and damages, according to
16 proof;

17 50. For pre-judgment interest on any unpaid vacation wages from the date such
18 amounts were due, or as otherwise provided by law;

19 51. For attorneys' fees pursuant to California Code of Civil Procedure section
20 1021.5, or as otherwise provided by law; and

21 52. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Ninth Cause of Action**

24 53. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
26 related expenses and costs incurred by Plaintiffs and class members;

27 54. For unpaid business-related expenses and such general and special damages as
28 may be appropriate;

1 55. For pre-judgment interest on any unpaid business-related expenses from the
2 date such amounts were due, or as otherwise provided by law;

3 56. For all actual, consequential, and incidental losses and damages, according to
4 proof;

5 57. For attorneys' fees and costs pursuant to California Labor Code section
6 2802(c), or as otherwise provided by law; and

7 58. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Tenth Cause of Action**

10 59. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiffs and/or other aggrieved employees:
12 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing
13 to include all forms of remuneration in the regular rate of pay for purposes of paying overtime
14 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by
15 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
16 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
17 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
18 and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages
19 upon termination); 204 (by failing to timely pay all earned wages during employment); 246
20 (by failing to provide written notice of paid sick leave); 2802 (by failing to reimburse business
21 expenses); and 2810.5 (by failing to provide written notice of material terms of employment);

22 60. For civil penalties pursuant to the California Labor Code, including sections
23 210, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor
24 Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194,
25 1197, 1197.1, 1198, 2802, and 2810.5;

26 61. For attorneys' fees and costs pursuant to California Labor Code section
27 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
28 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,

1194, 1197, 1197.1, 1198, 2802, and 2810.5;

62. For pre-judgment and post-judgment interest as provided by law; and

63. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal periods, failing to authorize and permit Plaintiffs and class members to take all rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, and failing to timely pay Plaintiffs and class members all earned wages during employment, failing to provide written notice of paid sick leave, failing to reimburse Plaintiffs and class members for business-related expenses, and failing to provide written notice of material terms of employment constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

65. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

66. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

68. For such other and further relief as the Court may deem equitable and appropriate.

As to the Twelfth Cause of Action

69. That the Court declare, adjudge and decree that Defendants' conduct of denying

1 Plaintiffs and class members the statutory benefits guaranteed under California Labor Code
2 section 226.7 constitutes an unfair business practice in violation of California Business and
3 Professions Code sections 17200, *et seq.*;

4 70. For restitution of the statutory benefits under California Labor Code section
5 226.7 unfairly withheld from Plaintiffs and class members and prejudgment interest from the
6 day such amounts were due and payable;

7 71. For the appointment of a receiver to receive, manage and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violations of California Business & Professions Code sections
10 17200, *et seq.*;

11 72. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5;

13 73. For pre-judgment and post-judgment interest as provided by law; and

14 74. For such other and further relief as the Court may deem equitable and
15 appropriate.

16
17 Dated: December 18, 2025

Respectfully submitted,

18 Capstone Law APC

19
20 By: 

Orlando Villalba
Helga Hakimi
Jaime Castaneda

22 Attorneys for Plaintiffs Mark Douglas, Jr.
23 and Richard Falcon
24
25
26
27
28

EXHIBIT “1”

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

March 14, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Mark Douglas, Jr. v. TruGreen Limited Partnership, et al.*

Dear PAGA Administrator:

This office represents Mark Douglas, Jr. in connection with his claims under the California Labor Code. Mr. Douglas, Jr. was an employee of TRUGREEN LIMITED PARTNERSHIP; TRUGREEN COMPANIES L.L.C.; and/or TRUGREEN, INC. For the purpose of this letter, Mr. Douglas, Jr. collectively refers to these entities as “TRUGREEN.”

The employers may be contacted directly at the addresses below:

TRUGREEN LIMITED PARTNERSHIP
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

TRUGREEN COMPANIES L.L.C.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

TRUGREEN, INC.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

Mr. Douglas, Jr. intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Douglas, Jr. seeks relief on behalf of himself, the State of California, and other persons who are or were employed by TRUGREEN as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

TRUGREEN employed Mr. Douglas, Jr. as an hourly paid, non-exempt employee from approximately April 2023 to June 2023. Mr. Douglas, Jr. worked for TRUGREEN as a Residential Laborer and Lawn Specialist out of its location in Sacramento, California. During his employment, Mr. Douglas, Jr. typically worked 14 hours or more per day and five (5) to six (6) days per week. At the time his employment with TRUGREEN ended, Mr. Douglas, Jr. was compensated approximately

\$16.00 per hour. His job duties included, without limitation, applying fertilizers, pesticides, and other growth-stimulating chemicals to lawns, as well as checking for weeds on residential and commercial properties.

TRUGREEN committed one or more of the following Labor Code violations against Mr. Douglas, Jr. the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

TRUGREEN’s Company-Wide and Uniform Payroll and HR Practices

TRUGREEN LIMITED PARTNERSHIP is a Delaware limited partnership; TRUGREEN COMPANIES L.L.C. is a Delaware limited liability company; and TRUGREEN, INC. is a Delaware corporation. Together, they are the nation’s largest lawn care company, providing lawn, tree, and shrub care services to residential and commercial customers across the United States. Upon information and belief, TRUGREEN maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Memphis, Tennessee, for all non-exempt, hourly paid employees working for TRUGREEN in California, including Mr. Douglas, Jr. and other aggrieved employees. At all relevant times, TRUGREEN issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Douglas, Jr. and other aggrieved employees, regardless of their location or position.

Upon information and belief, TRUGREEN maintains a centralized Payroll department at its corporate headquarters in Memphis, Tennessee, which processes payroll for all non-exempt, hourly paid employees working for TRUGREEN in California, including Mr. Douglas, Jr. and other aggrieved employees. Further, TRUGREEN issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Douglas, Jr. and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, TRUGREEN utilized the same methods and formulas when calculating wages due to Mr. Douglas, Jr. and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of

¹ These facts, theories, and claims are based on Mr. Douglas, Jr.’s experience and counsel’s review of those records currently available relating to Mr. Douglas, Jr.’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Douglas, Jr. reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

TRUGREEN willfully failed to pay all overtime wages owed to Mr. Douglas, Jr. and other aggrieved employees. During the relevant time period, Mr. Douglas, Jr. and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, TRUGREEN had, and continues to have, policy and/or practice of discouraging and impeding Mr. Douglas, Jr. and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. TRUGREEN's management instructed Mr. Douglas, Jr. and other aggrieved employees to clock in and out at their scheduled shift start-times and shift end-times instead of their actual hours worked to limit overtime hours employees were eligible to be compensated for. Because TRUGREEN discouraged overtime accrual, Mr. Douglas, Jr. and other aggrieved employees were required to complete assigned tasks before and after their scheduled shifts and on their days off without being compensated for the time they worked. For example, in order to meet TRUGREEN's expectations of completing daily tasks within his scheduled hours, Mr. Douglas, Jr. would report to work before his scheduled shift start-time in order to complete his assigned duties, such as loading his truck with supplies needed for the day and/or attending a team meeting, which took approximately 15-30 minutes each time, before he could clock in. As a further example, at the end of his scheduled shift, Mr. Douglas, Jr. was required to clock out and then spend 15-30 minutes each time unloading his truck and conducting an inventory of supplies after clocking out. To the extent TRUGREEN's timekeeping policies have taken away time worked that was eligible for overtime, Mr. Douglas, Jr. and other aggrieved employees have been denied overtime pay for all hours worked. In addition, Mr. Douglas, Jr. was required to respond to phone communications from his supervisors and coworkers on his days off. For instance, Mr. Douglas, Jr. would answer work-related phone calls and text messages from his supervisors and coworkers about his routes and work-related issues, spending around two (2) hours each week responding. However, Mr. Douglas, Jr. and other aggrieved employees were not allowed to record this time spent working.

TRUGREEN knew or should have known that as a result of these company-wide practices and/or policies, Mr. Douglas, Jr. and other aggrieved employees were performing assigned duties off-the-clock, and were suffered or permitted to perform work for which they were not paid. Because Mr. Douglas, Jr. and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, TRUGREEN did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, TRUGREEN paid other aggrieved employees commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, TRUGREEN failed to incorporate all remunerations, including commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, TRUGREEN failed to pay all overtime wages by paying a lower overtime rate than required.

TRUGREEN's failure to pay Mr. Douglas, Jr. and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Douglas, Jr. and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050 (2)(K) (defining "Hours Worked").

As set forth above, TRUGREEN maintained a company-wide policy and/or practice of limiting overtime accrual and pressuring employees to record only their scheduled hours rather than hours actually worked, thereby shorting Mr. Douglas, Jr. and other aggrieved employees for work performed outside their scheduled shifts. As set forth above, pursuant to this policy, Mr. Douglas, Jr. and other aggrieved employees performed various work-related tasks while off-the-clock before and after their shifts and on their days off, including loading and unloading their trucks, conducting an inventory of supplies, attending team meetings, and communicating with supervisors and coworkers regarding work-related matters. TRUGREEN failed to track this time Mr. Douglas, Jr. and other aggrieved employees spent working off-the-clock, and Mr. Douglas, Jr. and other aggrieved employees received no compensation for this time.

Thus, TRUGREEN did not pay at least minimum wages for all hours worked by Mr. Douglas, Jr. and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, TRUGREEN did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, TRUGREEN regularly failed to pay at least minimum wages to Mr. Douglas, Jr. and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Douglas, Jr. and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period

may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, TRUGREEN had, and continues to have, a company-wide policy and/or practice of scheduling and dispatching its employees to complete lawn care appointments, which included traveling to 15-30 residential and commercial properties of varying sizes and applying fertilizers/pesticides each day, without building in sufficient time to allow for 30-minute meal periods. Often, TRUGREEN underestimated the size of properties and subsequently did not allocate enough time in employees' routes to complete all appointments and take compliant meal periods.

Further, TRUGREEN had, and continues to have, a company-wide policy and/or practice of understaffing its routes while assigning heavy workloads, resulting in a failure to provide Mr. Douglas, Jr. and other aggrieved employees with adequate meal period coverage. TRUGREEN understaffed its routes by adopting a single-staffing model for certain positions, often regardless of property size, which exacerbated the lack of meal period coverage for employees. As a result of TRUGREEN's policy of understaffing and/or single-staffing, Mr. Douglas, Jr. and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Lawn care appointments could take longer than the time TRUGREEN allotted for them, such that Mr. Douglas, Jr. and other aggrieved employees were unable to take compliant meal periods. In conjunction with varying appointment durations, travel time between client properties could take longer than anticipated due to traffic conditions, which further impeded Mr. Douglas, Jr. and other aggrieved employees from taking compliant meal periods.

Additionally, upon information and belief, TRUGREEN had no mechanism in place to permit Mr. Douglas, Jr. and other aggrieved employees to take meal periods when the schedule was thrown off because one or more of their appointments took longer than the scheduled time, or if travel time between appointments was extended by traffic conditions. TRUGREEN's company-wide policy and/or practice of allotting too little time for employees to actually complete the appointments on their routes has prevented Mr. Douglas, Jr. and other aggrieved employees from being relieved of their duties to take uninterrupted 30-minute meal periods. For example, more often than not, Mr. Douglas, Jr. missed his meal periods in order to meet TRUGREEN's appointment time frame expectations. Additionally, Mr. Douglas, Jr. also regularly took his meal periods late, after the fifth hour of work, or had his meal periods shortened to return to work early, due to the heavy workload. Thus, as a result of TRUGREEN's policies and/or practices, Mr. Douglas, Jr. and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether.

Moreover, TRUGREEN did not provide Mr. Douglas, Jr. and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Douglas, Jr. worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Douglas, Jr. and other aggrieved employees did not

sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, TRUGREEN knew or should have known that as a result of its company-wide policies and/or practices, Mr. Douglas, Jr. and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. TRUGREEN further knew or should have known that it did not pay Mr. Douglas, Jr. and other aggrieved employees all meal period premiums when meal periods were missed, late, interrupted, and/or shortened.

Furthermore, TRUGREEN engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Douglas, Jr. and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that TRUGREEN did pay other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, TRUGREEN did not pay other aggrieved employees at the correct rate of pay for premiums because TRUGREEN systematically failed to include all forms of compensation, such as commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, TRUGREEN failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Douglas, Jr. and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, TRUGREEN regularly failed to authorize and permit Mr. Douglas, Jr. and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, TRUGREEN's company-wide practices of scheduling and dispatching its employees to complete lawn care appointments, understaffing/single-

staffing its routes, and assigning heavy workloads resulted in a lack of rest period coverage and prevented Mr. Douglas, Jr. and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. TRUGREEN also failed to schedule rest periods, which, coupled with TRUGREEN's failure to provide adequate rest period coverage, further led to Mr. Douglas, Jr. and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, during the relevant time period, TRUGREEN maintained a company-wide on-premises rest period policy, which effectively required that Mr. Douglas, Jr. and/or other aggrieved employees remain on the premises during their rest periods. Because Mr. Douglas, Jr. and/or other aggrieved employees were restricted from leaving the jobsites during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, TRUGREEN effectively maintained control over Mr. Douglas, Jr. and/or other aggrieved employees during rest periods.

As a result of TRUGREEN's practices and policies, Mr. Douglas, Jr. and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Douglas, Jr. had to regularly forgo at least one rest period nearly every shift due to the heavy workload and a lack of rest period coverage.

TRUGREEN also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Douglas, Jr. and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that TRUGREEN did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, TRUGREEN did not pay other aggrieved employees at the correct rate of pay for premiums because TRUGREEN failed to include all forms of compensation, such as commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, TRUGREEN failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Douglas, Jr. and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. TRUGREEN has not provided Mr. Douglas, Jr. and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, TRUGREEN has knowingly and intentionally provided Mr. Douglas, Jr. and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, TRUGREEN issued uniform wage statements to Mr. Douglas, Jr. and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, TRUGREEN violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because TRUGREEN did not record the time Mr. Douglas, Jr. and other aggrieved employees spent working off-the-clock, TRUGREEN did not list the correct amount of gross wages and net wages earned by Mr. Douglas, Jr. and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, TRUGREEN failed to accurately list the total number of hours worked by Mr. Douglas, Jr. and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Further, because TRUGREEN did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, TRUGREEN did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). TRUGREEN also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

In addition, and separately from these violations, TRUGREEN issued uniform wage statements to Mr. Douglas, Jr. and other aggrieved employees that failed to list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, TRUGREEN systematically, and on a company-wide basis, issued wage statements to Mr. Douglas, Jr. and other aggrieved employees that fail to list the employing entity's correct address. Mr. Douglas, Jr.'s and other aggrieved employees' wage statements incorrectly list the employer's address as "1790 KIRBY PARKWAY, MEMPHIS, TN 38138," but according to the California Secretary of State's website, TRUGREEN LIMITED PARTNERSHIP's complete entity address should be "1790 KIRBY PARKWAY STE 300, MEMPHIS, TN 38138-7411" (emphasis added).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which

employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), TRUGREEN willfully failed to maintain accurate payroll records for Mr. Douglas, Jr. and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, TRUGREEN failed, on a company-wide basis, to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Douglas, Jr. and other aggrieved employees, in violation of section 1198. Furthermore, in light of TRUGREEN’s failure to provide Mr. Douglas, Jr. and other aggrieved employees with second 30-minute meal periods to which they were entitled, TRUGREEN kept no records of meal start and end times for second meal periods.

Mr. Douglas, Jr. and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, TRUGREEN failed to pay Mr. Douglas, Jr. and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Douglas, Jr. and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

On information and belief, TRUGREEN have a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, TRUGREEN terminated Mr. Douglas, Jr. on or about June 3, 2023; however, TRUGREEN did not provide Mr. Douglas, Jr. with his final wages until the next regular payday, which was several days after his date of termination. Thus, TRUGREEN failed to pay Mr. Douglas, Jr. his final wages immediately, in violation of California Labor Code section 201.

Additionally, during the relevant time period, TRUGREEN willfully failed to pay Mr. Douglas, Jr. and other aggrieved employees who are no longer employed by TRUGREEN all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving TRUGREEN's employ.

Mr. Douglas, Jr. and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Provide Written Notice of Paid Sick Leave

California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Codified at California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249, section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages.

During the relevant time period, TRUGREEN failed, on a company-wide basis, to provide Mr. Douglas, Jr. and other aggrieved employees written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them. TRUGREEN's ongoing and systematic failure to provide written notice of sick leave benefits to Mr. Douglas, Jr. and other aggrieved employees violates California Labor Code section 246(i).

Mr. Douglas, Jr. and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, TRUGREEN, on a company-wide basis, required that Mr. Douglas, Jr. and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Douglas, Jr. was required to use his personal cellular phone to communicate with his supervisors and coworkers to discuss routes and work-related issues. Although TRUGREEN required Mr. Douglas, Jr. and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, TRUGREEN failed to reimburse them for their costs incurred.

TRUGREEN could have provided Mr. Douglas, Jr. and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, or TRUGREEN could have reimbursed employees for the costs of their mobile device usage. Instead, TRUGREEN passed these operating costs off onto Mr. Douglas, Jr. and other aggrieved employees. At all relevant times, Mr. Douglas, Jr. did not earn at least two (2) times the minimum wage.

Thus, TRUGREEN had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Douglas, Jr. and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the

use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, TRUGREEN failed to provide Mr. Douglas, Jr. and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). TRUGREEN's failure to provide Mr. Douglas, Jr. and other aggrieved employees with written notice of basic information regarding their employment with TRUGREEN is in violation of Labor Code section 2810.5.

Mr. Douglas, Jr. and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." TRUGREEN, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Douglas, Jr.'s and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Douglas, Jr. seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Douglas, Jr., acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against TRUGREEN for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Douglas, Jr. seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

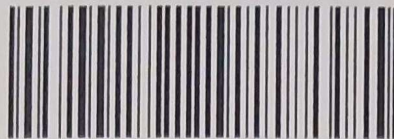
Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: TRUGREEN LIMITED PARTNERSHIP (via U.S. Certified Mail); TRUGREEN
COMPANIES L.L.C. (via U.S. Certified Mail); TRUGREEN, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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**TRUGREEN LIMITED
PARTNERSHIP
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

TRUGREEN LIMITED
PARTNERSHIP
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

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TRUGREEN LIMITED
PARTNERSHIP
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138



9590 9402 7690 2122 7212 18

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0972

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

Service Type ☐ Priority Mail Express®
☐ Adult Signature ☐ Registered Mail™
☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery
☒ Certified Mail® ☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery
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☐ Certified Mail Restricted Delivery

\$

DOUGLAS V.

TRUGREEN

Signature

TRUGREEN COMPANIES L.L.C.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

PS Form 3811, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

TRUGREEN COMPANIES L.L.C.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

TRUGREEN COMPANIES L.L.C.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138



9590 9402 7690 2122 7212 01

2. Article Number (Transfer from card to box)

7022 2410 0000 2406 0989

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Delivery Restricted Delivery

☐ Registered Mail™

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☐ Registered Mail Restricted Delivery

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DOUGHERTY

TRUGREEN

Postmark

TRUGREEN, INC.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

7022 2410 0000 2406 0996

TRUGREEN, INC.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

TRUGREEN, INC.
1790 KIRBY PARKWAY, STE 300
MEMPHIS, TN 38138



9590 9402 7690 2122 7211 95

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0996

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

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EXHIBIT “2”

April 17, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Richard Falcon Lopez on Behalf of Himself and Aggrieved Employees Under California Labor section 2699.3

Employer: TruGreen Limited Partnership
1790 Kirby Parkway
Suite 300
Memphis, TN 38138-7411

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Richard Falcon (“Employee”) employment with Employee’s former employer: TruGreen Limited Partnership. Employee was employed as a non-exempt employee of TruGreen Limited Partnership at, without limitation, 16022 Adelante St, Irwindale, CA 91702, with duties that included property visits, mosquito control, and insecticide spray services from approximately January of 2022 through to the present. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of TruGreen Limited Partnership, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks

after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer’s control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day’s work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to

obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its

payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional

offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Beth A. Christopher
Beth A. Christopher

California Labor and Workforce Development Agency

April 17, 2024

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cc: TruGreen Limited Partnership (via U.S. Certified Mail, Return Receipt Requested)

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **December 18, 2025**, I served the document described as: **SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on **December 18, 2025**, at Los Angeles, California.

3 Riley McIntire
4 Type/Print Name

Signature 