

Nazo Koulloukian (SBN 263809)
nazo@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

Attorneys for Plaintiff,
CARLOS MORENO on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CARLOS MORENO an individual, on behalf
of himself, all aggrieved employees, and the
State of California as a Private Attorneys
General,

Plaintiff,

vs.

JENSEN LANDSCAPE SERVICES, LLC, a
California Limited Liability Company; and
DOES 1-50, inclusive,

Defendant.

Case No.: **26STCV20049**

**REPRESENTATIVE ACTION
COMPLAINT**

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff CARLOS MORENO brings this PAGA representative action complaint on behalf
of himself, all aggrieved employees, and the State of California as a Private Attorneys General,
and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff CARLOS MORENO worked as an employee for Defendant JENSEN
LANDSCAPE SERVICES, LLC, and Does 1-50 (collectively "Defendant"). Defendant operates

1 a landscaping company where Plaintiff worked as an hourly, nonexempt employee for
2 approximately seven years at Defendant's Roseville, California location. Plaintiff held the job title
3 "General Laborer," and his responsibilities included loading trucks with equipment and
4 performing landscaping and landscaping related tasks during the statutory period. Plaintiff brings
5 this action pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code
6 §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of
7 Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

8 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
9 willful and intentional employment practices and policies. Plaintiff brings this representative
10 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
11 California, based upon the claims articulated below. Plaintiff provided notice of his claims
12 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") as
13 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
14 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
15 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
16 penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.*

17 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
18 worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3)
19 failing to pay minimum wage; (4) failing to pay all wages due upon termination; (5) failing to
20 permit compliant meal breaks; (6) failing to provide rest breaks; (7) failure to provide suitable
21 resting facilities/ breakroom; (8) failing to provide proper cool-down rest periods; (9) failure to
22 reimburse for required business expenses; (10) failure to provide potable drinking water; and (11)
23 failing to provide accurate itemized wage statements and violating record keeping requirements.
24 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private
25 Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*, as described more fully herein.

26 THE PARTIES

27 4. Plaintiff CARLOS MORENO is a resident of the State of California and is a former
28 employee of Defendant.

5. Defendant JENSEN LANDSCAPE SERVICES, LLC, is limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

6. Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally responsible for the wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff will amend this complaint when their true names and capabilities are ascertained.

7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

8. Venue is proper in this judicial district because Defendant conducts business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars (\$35,000).

10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 11. During the relevant time-period, Defendant committed various violations of the
3 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
4 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

5 12. This representative action represents over fifty current and former aggrieved
6 employees.

7 13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
8 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
9 numerous Labor Code sections, as set forth more fully below.

10 14. Plaintiff and all current and former hourly, nonexempt employees in California within
11 one year of filing this action to the present are aggrieved employees within the meaning of Labor
12 Code 2699, *et seq.* (See Labor code §2699(c).)

13 15. Plaintiff was personally subjected to and observed the unlawful wage and hour
14 practices complained of herein. For example, Plaintiff was required to work off the clock, work
15 through meal and rest periods without compensation, received pay stubs that failed to accurately
16 reflect his hours and premium wages, and was not paid final wages upon separation. Plaintiff
17 further alleges that he experienced inadequate resting facilities and was denied cool down rest
18 periods, and did not consistently receive adequate potable drinking water while working for
19 Defendant. These violations occurred pursuant to uniform policies implemented by Defendant
20 across its workforce.

21 16. Defendant, and each of them, have committed the following violations of the California
22 Labor Code:

23 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

24 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
25 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

26 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporates said paragraphs herein by reference.
28

1 18. The Wage Orders define “hours worked” as “the time during which an employee is
2 subject to the control of an employer, and including all the time the employee is suffered or
3 permitted to work, whether or not required to do so.” Defendant has been engaged in many
4 unlawful employment practices which resulted in underpayment for hours worked each pay period,
5 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
6 the required minimum wage for all hours worked, and failed to pay required wages at the correct
7 regular rate of pay.

8 19. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
9 off the clock and were routinely subjected to periods wherein they were under the Defendant’s
10 control but not compensated for their time. For example, Plaintiff and aggrieved employees spent
11 between approximately five to twenty minutes, about twice per week, preparing work trucks for
12 their shifts by loading tools and equipment, including edgers, weed wackers, mowers, and blowers.
13 They were not compensated for this time. In addition, Plaintiff and aggrieved employees were
14 required to engage in work-related text communications with Employer on their days off and were
15 not compensated for that time.

16 20. Work Performed During Unpaid Meal Periods. As more fully set forth below,
17 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less
18 than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and
19 512. Plaintiff and fellow aggrieved employees’ meal breaks were from time to time interrupted by
20 their supervisors, including to discuss work issues. This time spent working during meal periods
21 results in off the clock hours worked as well as meal period violations.

22 21. Plaintiff and aggrieved employees have been employed under conditions prohibited by
23 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
24 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

25 **Failure to Pay All Wages Owed Twice Per Month**

26 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

27 22. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporates said paragraphs herein by reference.

1 23. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
2 twice during each calendar month pursuant to Labor Code §204(a).

3 24. Defendant failed to pay all wages earned to employees as a result of the unlawful
4 employment policies and practices discussed herein. As a result of these practices, employees were
5 underpaid for hours worked, including overtime and penalty wages, and this underpayment
6 resulted in a failure to pay all wages owed twice per month.

7 25. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
8 for failure to pay wages as required by law.

9 **Failure to Pay Minimum Wage**

10 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

11 26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporates said paragraphs herein by reference.

13 27. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
14 to suffer or permit a California employee to work without paying wages at the proper minimum
15 wage for all time worked as required by the applicable IWC Wage Order.

16 28. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
17 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
18 herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
19 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
20 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
21 the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699
22 *et seq.*

23 **Failure to Pay Wages Due Upon Termination**

24 (Cal. Labor Code §§ 201, 202, 203, 227.3 and 2698 *et seq.*)

25 29. An employee who is discharged must be paid all of his or her wages, including accrued
26 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
27 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
28 Plaintiff at the time employment terminated.

1 30. Defendant willfully failed to pay employees who are no longer employed by it all
2 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

3 31. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
4 days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties
5 pursuant to Cal. Lab. Code § 2698 *et. seq.*

6 **Failure to Permit Compliant Meal Periods**

7 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

8 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporates said paragraphs herein by reference.

10 33. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
11 period of more than five hours per day without providing the employee with a meal period of not
12 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
13 to work during any meal... period mandated by an applicable order of the Industrial Welfare
14 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
15 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
16 duty’ meal period and counted as time worked.”

17 34. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
18 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
19 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for
20 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
21 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
22 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
23 Cal. Labor Code §558 and §2698 *et. seq.*

24 35. Plaintiff’s and Plaintiff’s coworkers’ meal periods were on occasion short and/or
25 interrupted by Defendant. Additionally, because employees were required to keep time on written
26 timesheets and write down uniform 30-minute breaks, Defendant failed to keep records of actual
27 meal period start and end times. The California Supreme Court has emphasized the importance of
28 fully compliant meal periods, holding that employers must record meal period time entries to the

1 exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN*
2 *Services, LLC* (2021) 11 Cal.5th 58, 67.)

3 **Failure to Provide Rest Breaks**

4 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

5 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporates said paragraphs herein by reference.

7 37. Defendant failed to maintain a compliant rest period policy and practice that provides
8 its employees with off-duty rest periods as required by California law.

9 38. Plaintiff and aggrieved employees often missed all rest breaks, with the only break in
10 their day a meal period, which was not always compliant. Defendant did not authorize or permit
11 all of its hourly employees to take at least a ten-minute rest period in which they were relieved of
12 all duties. When breaks were missed Defendant failed to pay the 1-hour premium, as required.

13 39. The rest period requirement obligates employers to permit and authorize employees to
14 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
15 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
16 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
17 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
18 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
19 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
20 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
21 pay at the employee's regular rate of compensation for each work day that the rest period is not
22 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
23 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
24 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
25 rest area and cannot include time it takes to get to and from the rest area). The employer must show
26 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
27 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
28 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v.*

1 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
2 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

3 40. Defendant did not authorize or permit all of its hourly employees to take at least a ten
4 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
5 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
6 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
7 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
8 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

9 41. Legally Compliant Bathrooms. Defendant violated §2350 by failing to provide
10 bathrooms for employees. Defendant further violated 8 CCR §3457(c) by failing to provide
11 adequate toilet and handwashing facilities. The failure to provide complaint bathrooms in the
12 workplace as required resulted in noncompliant rest breaks under this section. Plaintiff and
13 aggrieved employees were regularly scheduled to work at locations that lacked restroom facilities.
14 This resulted in employees working in discomfort or having to resort to relieving themselves in
15 areas other than established restroom facilities. Defendants failure to allow for compliant rest
16 breaks made bathroom access during work hours unreasonably difficult.

17 **Failure to Provide Suitable Resting Facilities/Breakroom**

18 (Cal. Labor Code §§ 226.7, 1198, 2698 et seq)

19 42. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
20 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities
21 shall be provided in an area separate from the toilet rooms and shall be available to employees
22 during work hours.”

23 43. Defendant could have provided employees with a resting facility within the
24 facilities/locations with reasonable or no modification, but instead denied and continue to deny,
25 employees with suitable areas to rest (e.g. a breakroom or restroom). As a result, employees were
26 forced to adjust to areas not conducive to resting or have no opportunity to rest at all. Because no
27 suitable resting facilities were provided by Defendant, Plaintiff and other aggrieved employees ate
28 their lunch on the street and, when the weather was too cold, ate their lunch in the trucks

1 44. Defendant did not provide employees with suitable resting facilities during their hours
2 of work, particularly during meal and/or rest periods. Defendant's failure to provide suitable
3 resting facilities to aggrieved employees violated and continues to violate the applicable Wage
4 Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

5 **Failure to Provide Proper Cool-Down Rest Periods**

6 (Cal. Labor Code §§226.7, 1198, 2698 *et seq.*)

7 45. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
8 incorporates said paragraphs herein by reference.

9 46. Labor Code section 226.7, subdivision (c) provides:

10 A. If an employer fails to provide an employee a... recovery period in
11 accordance with a state ., law, including, but not limited to an applicable statute
12 or applicable regulation, standard, or order of the Occupational Safety and
13 Health Standards Board, or the Division of Occupational Safety and Health, the
14 employer shall pay the employee one additional hour of pay at the employee's
15 regular rate of compensation for each workday that the meal or rest or recovery
16 period is not provided.

17 47. Defendant required Plaintiff and aggrieved employees to consistently work through
18 their rest periods in temperatures far exceeding 80 degrees Fahrenheit and did not provide adequate
19 cool-down period opportunities.

20 48. Plaintiff and aggrieved employees were exposed to a high risk of suffering heat illness
21 so that their life, safety, and health were jeopardized by Defendant's conduct, violating California
22 Code of Regulation, Title, section 3395 and Labor Code sections 226.7 and 1198.

23 49. **Failure to Provide Required Shade for Employees Working Outdoors.**

24 **8 CCR 3395 (d) requires:**

25 Shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When
26 the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the
27 employer shall have and maintain one or more areas with shade at all times while
28 employees are present that are either open to the air or provided with ventilation or

1 cooling. The amount of shade present shall be at least enough to accommodate the
2 number of employees on recovery or rest periods, so that they can sit in a normal
3 posture fully in the shade without having to be in physical contact with each other.
4 The shade shall be located as close as practicable to the areas where employees are
5 working. Subject to the same specifications, the amount of shade present during meal
6 periods shall be at least enough to accommodate the number of employees on the
7 meal period who remain onsite.

8 Employer failed to provide adequate shade to employees working outdoors, often in
9 temperatures exceeding 80 degrees. Because Employer failed to provide required shade,
10 Employees were unable to take required cool-down recovery periods. Plaintiff and aggrieved
11 employees were exposed to a high risk of suffering heat illness and jeopardizing their life, safety,
12 and health. Because shade is required, failure to provide adequate shade results in insufficient rest
13 and recovery periods, as well as an unsafe work environment.

14 **Failure to Reimburse for Required Business Expenses**

15 (Cal. Labor Code §§1198, 2802, 2698 et seq.)

16 50. Labor Code §2802 requires employers to indemnify employees for necessary
17 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
18 Accordingly, Employers are liable for civil penalties under PAGA §2698 et seq.

19 51. Plaintiff and aggrieved employees are required to use their personal cell phones for
20 work related communications, although Employer did not reimburse them in any way for the
21 expense of their personal cell phone use as required by the Labor Code.

22 **Failure to Provide Potable Drinking Water**

23 (Cal. Labor Code §2441)

24 52. California Labor Code §2441 requires employers to provide fresh, free, and pure
25 drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395
26 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and
27 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably
28

cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

53. No cups were provided to Plaintiff and his coworkers, and for an extended period during Plaintiff and aggrieved employees’ employment, Defendant did not provide any drinking water.

54. Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

55. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

56. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

57. The statements provided to Plaintiff and aggrieved employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

58. §226 (a) requires:

A. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing

(1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

59. Such failures called injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

60. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

61. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act ("PAGA")

(California Labor Code §2698 *et seq.*)

62. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

1 63. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant
2 during the applicable statutory period and suffered one or more of the Labor Code violations set
3 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and
4 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
5 attorneys’ fees and costs.

6 64. Plaintiff seeks to recover the PAGA civil penalties through a representative action
7 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
8 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

9 65. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
10 Code provisions:

- 11 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
12 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
13 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
 - 14 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
15 2698 *et seq.*);
 - 16 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
17 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
 - 18 d. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203,
19 227.3 and 2698 *et seq.*)
 - 20 e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
21 558, 1198, 2698 *et seq.*, Wage Order);
 - 22 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
23 2698 *et seq.*, Wage Orders);
 - 24 g. Failure to Provide Suitable Resting Facilities/ Breakroom (Cal. Labor Code §§
25 226.7, 1198, 2698 *et seq.*);
 - 26 h. Failure to Provide Proper Cool-down Rest Periods (Cal. Labor Code §§226.7, 1198,
27 2698 *et seq.*);
- 28

1 i. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198,
2 2802, 2698 *et seq.*);

3 j. Failure to Provide Potable Drinking Water (Cal. Labor Code §2441);

4 k. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
5 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

6 66. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
7 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
8 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
9 employee for each subsequent violation of Labor Code §226(a).

10 67. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
11 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
12 for each underpaid employee for each pay period for which the employee was underpaid, and one
13 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
14 for which the employee was underpaid.

15 68. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
16 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
17 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
18 a civil penalty is not specifically provided.

19 69. Plaintiff and the other current and former employees of Defendant are aggrieved
20 employees. They were or are employed by Defendant, and each of them, and the violations alleged
21 herein were committed against them. Plaintiff brings this action on behalf of himself and all other
22 current and former aggrieved employees.

23 70. At the time of each violation, Defendant employed one or more employees.

24 71. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
25 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
26 determined at trial, pre-judgment interest, costs and attorneys' fees.

27 72. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
28 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and

1 Workforce Development Agency (“LWDA”) and served by certified mail upon Defendant,
2 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
3 that Defendant has violated. The LWDA did not respond to Plaintiff’s Notice within the statutory
4 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
5 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved
6 employees and the State of California.

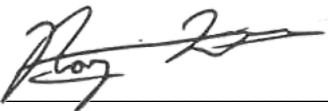
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
9 judgement against Defendant as follows:

- 10 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
11 determined at trial, but at least the jurisdictional amount of this Court;
- 12 2. An award of reasonable attorneys’ fees and costs pursuant to California Labor Code §2699(g)
13 and/or other applicable law;
- 14 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
15 law;
- 16 4. Pre-judgement and post-judgement interest as provided by law; and
- 17 5. Such other and further relief that the Court may deem just and proper.
- 18

19 DATED: June 23, 2026

KOUL LAW FIRM, APC

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23 BY: Nazo Koulloukian, Esq.
24 Attorneys for Plaintiff CARLOS MORENO, and all
25 aggrieved employees
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27
28

EXHIBIT 1
PAGA NOTICE LETTER



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

April 17, 2026

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Jensen Landscape Services, LLC
550 S Hope Street
Suite 1675
Los Angeles, CA 90071

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Carlos Moreno

Employer(s): Jensen Landscape Services, LLC

Dear Sir or Madam:

Carlos Moreno (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Jensen Landscape Services, LLC (hereafter “Employer”).

Employer operates a landscaping company. Claimant worked for Employer from October 1, 2018, to July 3, 2025, as a General Laborer at Employer’s Roseville, California location. Claimant worked as an hourly employee earning approximately \$21.17 per hour at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant’s employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Rounding

Employees record time using handwritten timecards that are rounded to shift start time and shift end time. Meal breaks are recorded in 30-minute increments regardless of whether or when meal periods were taken. Claimant’s wage statements show that hours are rounded to the nearest quarter-hour increment, with most wage statements showing payment for full hours with no minute increments.

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

Claimant and aggrieved employees spent between approximately five to twenty minutes, about twice per week, preparing work trucks for their shifts by loading tools and equipment, including edgers, weed wackers, mowers, and blowers. They were not compensated for this time.

In addition, Claimant and aggrieved employees were required to engage in work-related text communications with Employer on their days off and were not compensated for that time.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant’s and Claimant’s coworkers’ meal periods were on occasion short and/or interrupted by Employer. This time spent working during meal periods results in off the clock hours worked as well as meal period violations.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Claimant’s and Claimant’s coworkers’ meal periods were on occasion short and/or interrupted by Employer. Additionally, because employees were required to keep time on written timesheets and write down uniform 30-minute breaks, Employer failed to keep records of actual meal period start and end times. The California Supreme Court has emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer’s staffing and business practices, and that rest breaks were not scheduled into daily shifts.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein

the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Claimant and his coworkers often missed all rest breaks, with the only break in their day a meal period, which was not always compliant. Employer did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Legally Compliant Bathrooms

California Labor Code §2350 requires employers to provide that “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Employer violated §2350 by failing to provide bathrooms for employees. Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. The failure to provide compliant bathrooms in the workplace as required resulted in non-compliant rest breaks under this section.

Claimant and aggrieved employees were often scheduled to work at a location that lacked restroom facilities. This resulted in employees working in discomfort or having to resort to relieving themselves in areas other than established restroom facilities.

Failure to Provide Suitable Resting Facilities/Breakroom

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom or restroom). As a result, employees were forced to adjust to areas not conducive to resting, or have no opportunity to rest at all. Because no suitable resting facilities were provided by Employer, Claimant and other aggrieved employees ate their lunch on the street and, when the weather was too cold, ate their lunch in the trucks.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Employer's failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Failure to Provide Proper Cool-Down Rest Periods

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Labor Code section 226.7, subdivision (c) provides:

If an employer fails to provide an employee a... recovery period in accordance with a state ., law, including, but not limited to an applicable statute or applicable regulation, standard, or order of the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Employers required Claimant and aggrieved employees to consistently work through their rest periods and did not provide adequate cool down period opportunities when outdoor temperatures reached unsafe levels.

Failure to Provide Required Shade for Employees Working Outdoors

8 CCR 3395 (d) requires:

Shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling. The amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other. The shade shall be located as close as practicable to the areas where employees are working. Subject to the same specifications, the amount of shade present during meal periods shall be at least enough to accommodate the number of employees on the meal period who remain onsite.

Employer failed to provide adequate shade to employees working outdoors, often in temperatures exceeding 80 degrees. Because Employer failed to provide required shade,

Employees were unable to take required cool-down recovery periods. Claimant and aggrieved employees were exposed to a high risk of suffering heat illness and jeopardizing their life, safety, and health. Because shade is required, failure to provide adequate shade results in insufficient rest and recovery periods, as well as an unsafe work environment.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employer did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

Failure to Provide Potable Drinking Water

(Cal. Labor Code §2441)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

No cups were provided to Claimant and his coworkers, and for an extended period during Claimant and aggrieved employees’ employment, Employer did not provide any drinking water.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross

wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing Jensen Landscape Services, LLC, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant