



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 1 of 8

VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Luis Alfonso Hernandez Contreras v. Gavino's Lawn Service, Inc.

Dear Representative:

This office represents Luis Alfonso Hernandez Contreras ("**Mr. Hernandez Contreras**") with respect to [his/her/their] claims under the California Labor Code against Gavino's Lawn Service, Inc. ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Hernandez Contreras from approximately mid-2020 to October 2025, as an hourly, non-exempt employee. During his employment with Employer, Mr. Hernandez Contreras reported to work at Employer's location at 6685 Nadeau Ln., Riverside, CA 92509 and traveled to customers servicing gardens for residences and business complexes. Employer provides landscaping services.

Mr. Hernandez Contreras intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Hernandez Contreras is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Hernandez Contreras's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 4. These claims are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Hernandez Contreras and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Mr. Hernandez Contreras and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 2 of 8

compensation for such work. Employer also failed to provide Mr. Hernandez Contreras and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. Employer regularly required Mr. Hernandez Contreras and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Hernandez Contreras and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Mr. Hernandez Contreras and Aggrieved Employees were constantly interrupted during their purported meal break periods to respond to work-related communications and engage in work-related tasks. Additionally, Mr. Hernandez Contreras and Aggrieved Employees were regularly required to complete tasks before they were permitted to clock in for their scheduled shift, including preparing and cleaning the work vehicles for use, loading tools, and meeting with their crew members to travel to the job sites. Although this required work could take anywhere from 20 to 40 minutes, Employer instructed Mr. Hernandez Contreras and Aggrieved Employees to not clock in until their scheduled start time. Moreover, Mr. Hernandez Contreras and Aggrieved Employees were regularly required to continue working after clocking out of their scheduled shift, including to clean and service work vehicles, and to continue communications with customers on their personal cellphones after clocking out of their scheduled shifts. Mr. Hernandez Contreras and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Hernandez Contreras and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Hernandez Contreras and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Hernandez Contreras and Aggrieved Employees, including minimum wages, straight time wages and overtime wages, or otherwise failing to pay wages for all hours recorded. For instance, if Mr. Hernandez Contreras recorded a meal period on his timecard that was not timely provided or not at least 30 minutes in duration, then Employer would reject the time card and order him to re-submit it showing a purportedly compliant meal period. As such, Employer failed to accurately record the actual time worked by Mr. Hernandez Contreras and Aggrieved Employees, which resulted in a failure to pay Mr. Hernandez Contreras and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages.

Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Hernandez Contreras and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including all non-discretionary bonuses.

As a result of the foregoing practices, Employer has failed to pay Mr. Hernandez Contreras and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 3 of 8

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Hernandez Contreras and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Hernandez Contreras and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with timely uninterrupted 30-minute meal periods. Further, Mr. Hernandez Contreras and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Hernandez Contreras and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Mr. Hernandez Contreras and Aggrieved Employees were regularly taking their purported meal break periods after the fifth (5th) hour of work due to the overwhelming demand of work and the constant pressure of the Employer to continue working. Moreover, Mr. Hernandez and Aggrieved Employees frequently missed their purported meal break periods entirely due to instructions from the Employer to eat while working and/or driving. On the occasions that Mr. Hernandez Contreras and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short. Mr. Hernandez Contreras and Aggrieved Employees were regularly interrupted during their purported meal break periods due to constant work-related calls on their personal cellphones from either customers or Employer.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Hernandez Contreras and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Hernandez Contreras and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Hernandez Contreras and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Hernandez Contreras and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Hernandez Contreras and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls, pages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Hernandez Contreras and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 4 of 8

Mr. Hernandez Contreras and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Hernandez Contreras and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Mr. Hernandez Contreras and Aggrieved Employees to work through rest periods. Mr. Hernandez Contreras and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Hernandez Contreras and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. Throughout the entirety of Mr. Hernandez Contreras and Aggrieved Employees employment with the Employer, they were never provided with a single rest break period due to the instructions from the Employer that prohibited them from taking a purported rest break period. Moreover, Mr. Hernandez Contreras and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016) as they were required to monitor their work communications at all times and remain available.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Hernandez Contreras and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Hernandez Contreras and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Hernandez Contreras and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Hernandez Contreras and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; and (6) Employer's policy and culture prevented Mr. Hernandez Contreras and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 5 of 8

Mr. Hernandez Contreras and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7, and 1198.

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Hernandez Contreras and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Hernandez Contreras and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Additionally, Employer did not provide Mr. Hernandez Contreras and Aggrieved Employees with any itemized wage statements along with the payment of wages until approximately April 2025.

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Hernandez Contreras and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 1198.5 and 1174(d).

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 6 of 8

to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Hernandez Contreras and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, personal cellphone expenses, personal vehicle expenses, and work tools required to perform job duties.

Accordingly, Employer violated IWC Order No. 4 and California Labor Code sections 2800 and 2802.

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; and attorneys' fees and costs.

8. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, "...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Mr. Hernandez Contreras and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; and attorneys' fees and costs.

9. FAILURE TO PAY SICK PAY AND PROHIBITED USE OF SICK LEAVE

Pursuant to the Healthy Workplace Healthy Family Act, Labor Code sections 246 *et seq.*, employers must provide eligible employees with paid sick leave, accruing at a minimum rate of one hour per 30 hours worked, paid at the employees' regular rate of pay. In general terms, starting on January 1, 2024, the law requires employers to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. Employer refused to honor Mr. Hernandez Contreras' and Aggrieved Employees' request to use their accrued sick time for specific purposes, including the diagnosis, care, or treatment of an existing health condition, in violation of Labor Code sections 233 and 246.5.



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 7 of 8

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699 and attorneys' fees and costs.

10. SECRETLY PAY WAGES LESS THAN PROMISED

Labor Code section 223 makes it unlawful for employers to secretly pay a lower wage than what is required by statute or contract. During the relevant time period, Employer promised to pay Mr. Hernandez Contreras and Aggrieved Employees non-discretionary bonuses on a monthly basis, but failed to do so, secretly paying them less than what they were promised.

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code section 225.5; and attorneys' fees and costs.

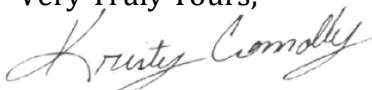
11. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Hernandez Contreras and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Hernandez Contreras and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Hernandez Contreras and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Hernandez Contreras and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Hernandez Contreras and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of the State of California and all Aggrieved Employees, Mr. Hernandez Contreras may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,


Kristy R. Connolly, Esq.



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Kristy R. Connolly, Esq.
kristy@protectionlawgroup.com
424.290.3095

May 26, 2026
Page 8 of 8

Notice provided to Employer via Certified Mail (9414711105495810494612)

Gavino's Lawn Services, Inc.
6685 Nadeau Ln.,
Riverside, CA 92509

Notice provided to Employer via Certified Mail (9414711105495810494667)

Gavino's Lawn Services, Inc.
Attn: Agent - KEVIN JACOBS
4187 Flat Rock Dr., Suite 300
Riverside, CA 92505