

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, Of-counsel, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Sahag Majarian, II, Esq. SBN 146621
Sahagii@aol.com
Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiff,
JOSE PAREDES GALLEGOS,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JOSE PAREDES GALLEGOS, an individual,
on behalf of himself and all others similarly
situated,

Plaintiff,

vs.

MISSION LANDSCAPE COMPANIES, INC.,
a California corporation, and DOES 1-50,
inclusive,

Defendant.

Case No.: 30-2024-01433143-CU-OE-CXC

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay all Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Due Upon
Termination**
- 5. Meal Break Violations**
- 6. Rest Break Violations**
- 7. Failure to Provide Proper Cool-Down
Rest Periods**
- 8. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 9. Unlawful Business Practices Bus &
Prof. Code §17200**
- 10. Private Attorneys General Act
Penalties §2698 et seq**

**FILED AS OF RIGHT PURSUANT TO
LABOR CODE 2699.3(A)(2)(B)
JURY TRIAL DEMANDED**

1 Plaintiff JOSE PAREDES GALLEGOS, individually, and on behalf of all others similarly
2 situated all aggrieved employees, and as a Private Attorney General for the State of California
3 (collectively “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class action on behalf of over 50 hourly, non-exempt employees
6 against their employer for violations of numerous wage and hour laws. Plaintiff brings this
7 employment class action complaint on behalf of himself, and all others similarly situated, all
8 aggrieved employees, and as a Private Attorney General for the State of California against
9 MISSION LANDSCAPE COMPANIES, INC., and DOES 1-50, inclusive, (hereafter collectively
10 “Defendant” or “Defendants”).

11 2. Defendant MISSION LANDSCAPE COMPANIES, INC. owns and operates a
12 commercial landscaping business, doing business in California. Plaintiff JOSE PAREDES
13 GALLEGOS worked for Defendant as a driver and laborer from early in 2023 until 2024 making
14 approximately \$22.hour. His regular shift was 6:30 am to 3:15 pm. Plaintiff was terminated on
15 September 20, 2024. Plaintiff and the proposed class earn at or near minimum wage.

16 3. As described further below, Defendant has violated the California Labor Code by (1)
17 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
18 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing to pay all
19 wages owed twice per month (§204, 210); (3) failing to pay minimum wage (§200, 218.5, 226,
20 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) ailing to pay wages due upon termination (§201-
21 203, 227.3, 256); (5) failing to provide compliant meal periods (§226 (a), 226.7, 512, 558, 1198);
22 (6) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (7) failing to provide proper cool-
23 down rest periods (§226.7, 1198); (8) failing to provide accurate itemized wage statements and
24 violating record keeping requirements (§226, 1174); and (9) unlawful and unfair business practices
25 (Bus. & Prof. Code §17200, *et. seq.*). Plaintiff further alleges that Defendant is liable for civil
26 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq.

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

1 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
2 reasonable attorneys' fees and costs. Pursuant to the class action procedures provided for under
3 California law, Plaintiff, on behalf of himself, aggrieved employees and proposed Class Members
4 (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant
5 has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
6 these claims pursuant to §2698 et. seq., to the Labor and Workforce and Development Agency
7 ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties
8 under the Private Attorneys General Act ("PAGA"), Labor Code §2698 et seq. Attorney General
9 Act ("PAGA"), Labor Code §2698 et seq.

10 5. The "Class Period" is designated as the four-year period prior to the filing of this
11 Complaint through the date of the final disposition of this action. From the start of the Class Period
12 through the present, Defendant has had a policy and/or practice of among other violations: late
13 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage
14 statements, and ignoring and violating California wage and hour laws, in their business as more
15 fully set forth below.

16 6. The "PAGA Period" is defined herein commences one year prior to the date of filing the
17 PAGA Notice letter with the LWDA.

18 7. Defendant has treated all persons employed in California in such a way as to violate
19 California's laws governing conditions of employment and payment of wages owed. Plaintiff
20 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
21 Class Members and aggrieved employees all wages owed, including overtime wages and meal and
22 rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth
23 herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or
24 premiums and penalties under Business and Professions Code section 17203 to compensate Class
25 Members and aggrieved employees for the delay in receiving wages due.

26 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
27 restitution to persons affected and disgorgement of profits so obtained.
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THE PARTIES

9. Plaintiff JOSE PAREDES GALLEGOS is an individual who resides in California and worked for Defendant as a driver and laborer from early in 2023 until 2024 making approximately \$22.hour. His regular shift was 6:30 am to 3:15 pm. Plaintiff was terminated on September 20, 2024.

10. Defendant MISSION LANDSCAPE COMPANIES, INC., is a California corporation doing business in California with the capacity to sue and to be sued and doing business, in Orange County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately caused by such Doe Defendants.

12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges 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

13. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff, aggrieved employees and many of the Class Members in this case that arose in this county.

14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof

1 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
2 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
3 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

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

8 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

9 16. During the Class Period, Defendant committed various violations of the California
10 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
11 Defendant enforces multiple policies that violate state law which are intended to increase its own
12 profits to the detriment of its employees.

13 17. Plaintiff, aggrieved employees and the putative class are hourly, non-exempt
14 employees of Defendant working in Defendant's commercial landscaping business.

15 18. Defendant failed to (1) pay for all hours worked, including overtime hours worked
16 (\$200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1,
17 1198); (2) pay all wages owed twice per month (\$204, 210); (3) pay minimum wage (\$200, 218.5,
18 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) pay wages due upon termination (\$201-
19 203, 227.3, 256); (5) provide compliant meal periods (§226 (a), 226.7, 512, 558, 1198); (6) provide
20 rest breaks (§226, 226.7, 512, 558, 1198); (7) provide proper cool-down rest periods (§226.7,
21 1198); (8) provide accurate itemized wage statements and violating record keeping requirements
22 (§226, 1174); and (9) unlawful and unfair business practices (Bus. & Prof. Code §17200, *et. seq.*).
23 These policies and practices have deprived Plaintiff, Class Members, and Aggrieved Employees
24 of payment for all hours worked, and further damages, as set forth below, and render Defendant
25 liable for damages, including penalties under PAGA.

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1 19. Failure to pay all wages, including overtime and penalty. Defendant failed to pay for
2 all hours worked, including overtime hours worked, including by requiring employees to perform
3 tasks while off the clock. For example, Plaintiff, aggrieved employees and Class Members were
4 required to enter their employee I.D. on the cell phone and take a photo in an app which takes time.
5 Plaintiff recalls waiting approximately two minutes each time Plaintiff and Plaintiff's coworkers
6 were required to wait in line to clock in our out. This time spent walking and waiting in required
7 lines was required by Defendant prior to each shift and when clocking back in for lunch, and was
8 essential and required before employees could begin and/or resume working on the clock.

9 20. Failure to pay all wages twice per month. Defendant failed to pay all wages owed twice
10 per month.

11 21. Failure to pay minimum wage. Defendant failed to pay minimum wage.

12 22. Failure to pay wages upon termination. Defendant failed to pay all wages due upon
13 termination.

14 23. Meal Breaks. Defendant failed to consistently maintain and follow a policy and practice
15 that provides its employees with compliant meal periods as required by California law.

16 24. Rest Breaks. Defendant failed to consistently maintain and follow a policy and practice
17 that provides its employees with off-duty rest periods as required by California law.

18 25. Cool-down Rest Periods. Defendant failed to consistently maintain and follow a policy
19 and practice that provides its employees with proper cool-down rest periods as required by
20 California law.

21 26. Inaccurate Wage Statements. Defendant further failed to consistently provide timely,
22 accurate, itemized wage statements to employees, as well as maintain accurate records, in
23 accordance with Labor Code §§ 226 and 1174.

24 27. Based upon the above allegations, Defendant from time to time engaged in unfair
25 competition.

26 28. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
27 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
28 under Business and Professions Code § 17200.

1 29. This action has been brought and may properly be maintained as a class action
2 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
3 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50
4 employees who have been similarly injured by Defendant's unlawful employment policies and
5 practices.

6 30. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
7 four years prior to the date of filing this Complaint.

8 31. The "PAGA Period" is defined herein commences one year prior to the date of filing
9 the PAGA Notice letter with the LWDA.

10 32. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
11 former hourly, non-exempt employees of Defendant in California, at any time from one year prior
12 to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter."
13 Plaintiff reserve the right to amend or modify the definition of aggrieved employees with respect
14 to the issues or in any other way.

15 33. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil
16 Procedure §382 on behalf of the following defined groups:

17 34. Proposed Class: "All persons who are employed or have been employed by Defendant
18 in the State of California as hourly, non-exempt workers during the period of the relevant statute
19 of limitations."

20 35. Proposed Sub-classes:

21 A. All persons who are employed or have been employed by Defendant in the State
22 of California as hourly, non-exempt workers during the period of the relevant
23 statute of limitations, who worked one or more shift in excess of five (5) hours.

24 B. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who worked one or more shifts in excess of six (6) hours.

27 C. All persons who are employed or have been employed by Defendant in the State
28 of California as hourly, non-exempt workers during the period of the relevant

1 statute of limitations, who worked one or more shifts in excess of eight (8)
2 hours.

3 D. All persons who are employed or have been employed by Defendant in the State
4 of California as hourly, non-exempt workers during the period of the relevant
5 statute of limitations, who worked one or more shifts in excess of three and one-
6 half hours (3 ½), but less than or equal to six (6) hours.

7 E. All persons who are employed or have been employed by Defendant in the State
8 of California as hourly, non-exempt workers during the period of the relevant
9 statute of limitations, who worked one or more shifts in excess of six (6) hours,
10 but less than or equal to ten (10) hours.

11 F. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who were paid sick pay.

14 G. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who separated their employment from Defendant.

17 H. All persons who are employed or have been employed by Defendant in the State
18 of California as hourly, non-exempt workers during the period of the relevant
19 statute of limitations, who received pay for one or more pay periods.

20 36. This action is brought, and may properly be maintained, as a class action under CCP
21 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
22 Code §2699 because there is a well-defined community of interest in the litigation, and the
23 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

24 37. Numerosity: The Proposed Class is so numerous that joinder of all members is
25 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
26 time period, Defendant employed over 50 putative Class Members who are geographically
27 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
28 available method for the fair and efficient adjudication of this controversy. Membership in the

Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendant's possession and control.

38. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendant's common, unlawful policies, practices, and procedures described above. The Plaintiff's positions at the company was typical of those of other Class Members. Plaintiff's claims are typical of the claims of each Class Member because each have sustained damages arising out of and caused by Defendant's common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

39. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

40. Commonality: Common questions of law and fact exist, including but not limited to the following:

- i. Whether Defendant violated wage and hour laws by failing to pay overtime wages;
- ii. Whether Defendant violated wage and hour laws by failing to pay all wages owed twice per month;
- iii. Whether Defendant violated wage and hour laws by failing to pay minimum wage;
- iv. Whether Defendant violated wage and hour laws by failing to pay all wages due upon termination;
- v. Whether Defendant violated wage and hour laws by failing to provide compliant meal breaks;
- vi. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- vii. Whether Defendant violated wage and hour laws by failing to provide rest breaks;

- 1 viii. Whether Defendant's policy and practice concerning rest breaks was
2 unlawful;
- 3 ix. Whether Defendant violated wage and hour laws by failing to provide proper
4 cool-down rest periods;
- 5 x. Whether Defendant unlawfully failed to keep and furnish Class Members
6 with accurate, itemized records of hours worked, in violation of Labor Code
7 §§ 226 and 1174;
- 8 xi. The proper measure of damages sustained and the proper measure of
9 restitution recoverable by Plaintiff, the Class Members, and Subclass
10 Members;
- 11 xii. Whether the Class Members are entitled to injunctive relief to enjoin any
12 further violations of wage and labor laws;
- 13 xiii. Whether Defendant, and each of them, are/were participants in the alleged
14 unlawful and/or tortious conduct;
- 15 xiv. Whether Defendant's conduct was willful and reckless;
- 16 xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
17 Class and the appropriate amount of reimbursement, restitution, damages, or
18 other compensation; and
- 19 xvi. What is the extent of liability of each Defendant, including DOE defendants,
20 to each Class and Subclass member?

21 41. Superiority: A class action is superior to other available methods of the fair and
22 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
23 where the damage suffered by individual Plaintiff, while not inconsequential, makes individual
24 actions impracticable given the expenses and burdens associated with seeking individual relief.
25 Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity
26 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
27 employees who rely on their wages and requiring that each individual take time away from work
28 to prosecute individual actions would be inequitable and result in undue hardship for the individual

1 Class members and their families. Public policy favors efficient resolution of their claims and
2 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
3 expense of a vulnerable working population.

4 42. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
5 are capable of being determined on the same evidence and based primarily on review of corporate
6 records and key testimony of Defendant's corporate representatives. To the extent statistical
7 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
8 competent experts and consultants in the field to determine and review evidence for both issues of
9 liability and damages in a scientifically reliable manner.

10 43. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
11 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
12 under the circumstances, including individual notice to all members who can be identified through
13 reasonable effort. The names and address of the Class and Subclass Members are available from
14 Defendant.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS**
17 **WORKED**

18 Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
19 1194, 1197, 1197.1, 1198.

20 **(Plaintiff Against All Defendants)**

21 44. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 45. Defendant's conduct described in this complaint violates the provisions of Labor Code
24 §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1,
25 1198.

26 46. The Wage Orders define "hours worked" as "the time during which an employee is
27 subject to the control of an employer, and including all the time the employee is suffered or
28 permitted to work, whether or not required to do so." Defendant has been engaged in many

1 unlawful employment practices which resulted in underpayment for hours worked each pay period,
2 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
3 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
4 month.

5 47. Plaintiff, aggrieved employees and class members have been employed under
6 conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

7 48. Off-the-Clock Hours Worked- Waiting in Required Lines. Plaintiff, aggrieved
8 employees and class members frequently worked off the clock and were routinely subjected to
9 periods wherein they were under the Defendant's control but not compensated for their time. For
10 example, numerous employees came on shift at the same time which resulted in many employees
11 waiting in required lines to clock in for work. Plaintiff, aggrieved employees and Class Members
12 are required to enter their employee I.D. on the cell phone and take a photo in an app which takes
13 time. Plaintiff recalls waiting approximately two minutes each time Plaintiff and Plaintiff's
14 coworkers were required to wait in line to clock in our out. This time spent walking and waiting
15 in required lines was required by Defendant prior to each shift and when clocking back in for
16 lunch, and was essential and required before employees could begin and/or resume working on the
17 clock.

18 49. As a result of these ongoing violations, Plaintiff, aggrieved employees and Class
19 Members have been deprived of compensation in amounts to be determined and are entitled to
20 recover said amounts according to proof, interest thereon, injunctive relief, attorneys' fees and
21 costs.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

24 Cal. Lab. Code §§204, 210

25 (Plaintiff Against All Defendants)

26 50. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
28

1 51. Defendant's conduct from time to time described in this complaint violates the
2 provisions of Labor Code §§ 204, 210.

3 52. Defendant was required to pay Plaintiff, aggrieved employees and class members all
4 wages earned twice during each calendar month pursuant to Labor Code §204(a).

5 53. Defendant was required to pay Plaintiff, aggrieved employees and Class Members all
6 wages earned twice during each calendar month pursuant to Labor Code §204(a). Defendant failed
7 to consistently pay all wages earned to employees as a result of the unlawful employment policies
8 and practices discussed herein. As a result of these practices, employees were on certain occasion
9 underpaid for hours worked, including overtime and penalty wages, and this underpayment
10 resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable
11 under Labor Code §210 for failure to pay wages as required by law.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGE**

14 Cal. Lab. Code §200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

15 (Plaintiff Against All Defendants)

16 54. Plaintiff incorporates by reference in this cause of action each allegation of the
17 preceding paragraphs as though fully set forth herein.

18 55. Defendant's conduct from time to time described in this complaint violates the
19 provisions of Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

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

23 Defendant failed to pay Plaintiff, aggrieved employees and class members for all hours worked as
24 a result of Defendant's practices described above. Based on Defendant's unlawful conduct
25 described herein, and because Plaintiff, aggrieved employees and the class members were paid at
26 or near minimum wage, employer's failure to pay for all hours worked, including overtime,
27 resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor
28 Code §1197, 1197.1, 1199 and the Wage Orders.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

3 Cal. Lab. Code §§201, 202, 203, 227.3, 256

4 (Plaintiff Against All Defendants)

5 57. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 58. Defendant's conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§ 201, 202, 203, 227.3, 256.

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

13 60. Defendant willfully failed to pay employees who are no longer employed by it all
14 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
15 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
16 waiting time under the terms of §203.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

19 Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198

20 (Plaintiff Against All Defendants)

21 61. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 62. Defendant's conduct described in this complaint violates the provisions of Labor Code
24 §§ 226 (a), 226.7, 512, 558, 1198.

25 63. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
26 period of more than five hours per day without providing the employee with a meal period of not
27 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
28 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.”

64. Meal periods were short and thus non-compliant because employees were required to wait in line to clock back in on the one company phone, with each employee entering their Employee ID and then taking their photo. Plaintiff, aggrieved employees and Class Members had to join the line early in order to ensure they did not clock in late as they were not permitted to return or clock in late from lunch. This wait time cut into their mandatory 30-minute minimum meal period time. Meal periods were also sometimes late, short, and interrupted.

65. Defendant failed to permit Plaintiff 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. Defendant failed to pay all penalty pay to Plaintiff, aggrieved employees or class members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

Cal. Lab. Code §§226, 226.7, 512, 558, 1198

(Plaintiff Against All Defendants)

66. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

67. Defendant’s conduct from time to time described in this complaint violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

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

69. Defendant makes no effort to provide any break facilities to employees working out in the field. If Plaintiff or his coworkers working out in the field want to take a break, they are required

1 to walk to find a tree or somewhere to sit protected from the weather. This walk time cuts into their
2 required 10-minute net minimum break.

3 70. The rest period requirement obligates employers to permit and authorize employees to
4 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
5 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
6 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
7 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
8 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
9 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
10 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
11 pay at the employee's regular rate of compensation for each work day that the rest period is not
12 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
13 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
14 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
15 rest area and cannot include time it takes to get to and from the rest area). The employer must show
16 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
17 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
18 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v.*
19 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to
20 clearly communicate the authorization and permission [to take rest periods] to their employees.").

21 71. Defendant did not authorize or permit all of its hourly employees to take at least a ten
22 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
23 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
24 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
25 the Wage Order, Defendant is liable under Labor Code §1198.

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PROPER COOL-DOWN REST BREAKS**

3 Cal. Lab. Code §§226.7, 1198

4 (Plaintiff Against All Defendants)

5 72. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 73. Defendant's conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§226.7, 1198.

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

10 74.1. If an employer fails to provide an employee a... recovery
11 period in accordance with a state ., law, including, but not limited to an
12 applicable statute or applicable regulation, standard, or order of the
13 Occupational Safety and Health Standards Board, or the Division of
14 Occupational Safety and Health, the employer shall pay the employee one
15 additional hour of pay at the employee's regular rate of compensation for each
16 workday that the meal or rest or recovery period is not provided.

17 75. Defendant failed to provide, or even permit, Cool-Down Recovery Periods. Plaintiff,
18 aggrieved employees and Class Members consistently worked outside in the heat and were often
19 at risk for heat related illnesses, sometimes in weather up to 113 degrees. However, Defendant
20 failed and refused to provide recovery periods, instead encouraging a culture that would look down
21 on employees who attempted to take breaks.

22 76. Failure to Provide Required Shade

23 8 CCR 3395 (d) requires:

24 76.1. Shade shall be present when the temperature exceeds 80
25 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80
26 degrees Fahrenheit, the employer shall have and maintain one or more areas
27 with shade at all times while employees are present that are either open to the
28 air or provided with ventilation or cooling. The amount of shade present shall

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

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

14 **EIGHTH CAUSE OF ACTION**

15 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

16 Cal. Labor Code §§ 226, 1174, 1174.5

17 **(Plaintiff Against All Defendants)**

18 78. Plaintiff incorporates by reference in this cause of action each allegation of the
19 preceding paragraphs as though fully set forth herein.

20 79. Defendant's conduct described in this complaint from time to time violates the
21 provisions of Labor Code §§ 226, 1174, 1174.5.

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

25 81. The statements provided to Plaintiff, aggrieved employees and class members, and the
26 records maintained by Defendant, have not accurately reflected actual gross wages earned,
27 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
28 pay, and meal and rest premium pay.

1 82. §226 (a) requires:

2 82.1. An employer, semimonthly or at the time of each payment
3 of wages, shall furnish to his or her employee, either as a detachable part of the
4 check, draft, or voucher paying the employee's wages, or separately if wages
5 are paid by personal check or cash, an accurate itemized statement in writing
6 showing (1) gross wages earned, (2) total hours worked by the employee, except
7 as provided in subdivision (j), (3) the number of piece-rate units earned and any
8 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
9 deductions, provided that all deductions made on written orders of the employee
10 may be aggregated and shown as one item, (5) net wages earned, (6) the
11 inclusive dates of the period for which the employee is paid, (7) the name of the
12 employee and only the last four digits of his or her social security number or an
13 employee identification number other than a social security number, (8) the
14 name and address of the legal entity that is the employer and, if the employer is
15 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
16 and address of the legal entity that secured the services of the employer, and (9)
17 all applicable hourly rates in effect during the pay period and the corresponding
18 number of hours worked at each hourly rate by the employee...

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

23 **NINTH CAUSE OF ACTION**

24 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

25 California Business and Professions Code section 17200, et seq.

26 **(Plaintiff Against All Defendants)**

27 84. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 85. Defendant from time to time knowingly committed, and upon information and belief
2 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
3 including, but not limited to unlawful practices as described in the causes of action articulated
4 above, and hereby incorporated herein.

5 86. Plaintiff lost money and property as a result of Defendant's unlawful business practices
6 described above.

7 87. Pursuant to the UCL, Plaintiff, aggrieved employees and all Class Members are entitled
8 to restitution of money or property acquired by Defendant by means of such unlawful business
9 practices, in amounts not yet known, but to be ascertained at trial.

10 88. Pursuant to the UCL, Plaintiff, aggrieved employees and Class Members are entitled
11 to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does
12 not issue enjoining Defendant from engaging in the unlawful business practices described above,
13 Plaintiff and the general public will be irreparably injured.

14 89. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
15 by this Court, will continue to engage in the unlawful business practices described above in
16 violation of the UCL, in derogation of the rights of Plaintiff, aggrieved employees and Class
17 Members and of the general public.

18 90. Plaintiff's success in this action will result in the enforcement of important rights
19 affecting the public interest by conferring a significant benefit upon the general public.

20 91. Defendant's numerous violations of local and California law, as well as the other
21 statutory and regulatory violations alleged herein, constitute unlawful business actions and
22 practices in violation of Business and Professions Code § 17200, et seq.

23 92. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff, aggrieved
24 employees and the Class Members are entitled to restitution of unpaid wages, including overtime,
25 sick pay, and premium wages, among other relief alleged herein, that were withheld and retained
26 by Defendant during a period that commences four years prior to the filing of this action. Plaintiff
27 is further entitled to a permanent injunction requiring Defendant to comply with all provisions of
28 California labor law, including properly paying the lawful rate of pay for all hours worked,

properly paying sick pay, providing rest periods to all workers as defined herein, timely paying due wages upon termination, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

TENTH CAUSE OF ACTION

STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT,

LABOR CODE §2698 et seq. AGAINST ALL DEFENDANTS

(Plaintiff Against All Defendants)

93. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

94. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an aggrieved employee, on behalf of themselves and other current or former employees, may recover penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved employees under PAGA.

95. As set forth above, Defendant has committed numerous violations for which the Labor Code provides for penalties, including violations of all applicable Labor Code provisions set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements specified in §2699.3 by providing written notice to the Defendant and the Labor & Workforce Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate the alleged violations was provided within the statutory period. Consequently, Plaintiff has exhausted administrative remedies, and on behalf of themselves and all other aggrieved current and former employees of Defendant. Plaintiff, therefore, now pursue this cause of action as permitted by §2698, et seq.

1 96. Enforcement of statutory provisions enacted to protect workers and to ensure proper
2 and prompt payment of wages due to employees is a fundamental public interest in California.
3 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
4 affecting the public interest and will confer a significant benefit upon the general public. Private
5 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
6 enforcement. Plaintiff has incurring a financial burden in pursuing this action and it would be against
7 the interests of justice to require payment of attorneys' fees and costs from any recover that might
8 be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of Civil Procedure
9 §1021.5

10 97. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
11 then attorneys' fees may be awarded to Plaintiff and against Defendant under Code of Civil
12 Procedure §1021.5 and other applicable law in part, because:

13 98. A successful outcome in this action will result in the enforcement of important rights
14 affecting the public interest by requiring Defendant to comply with the wage and hour laws and
15 California's unfair business practice law;

16 99. This action will result in a significant benefit to Plaintiff, the Class, and the general
17 public by bringing to a halt unlawful and/or unfair activity;

18 100. Unless this action is prosecuted, members of the Class and general public will not
19 recover those moneys, and many of Defendant's employees would not be aware that the acts and
20 practices they were subjected to by Defendant was wrongful;

21 101. Unless this action is prosecuted, Defendant will continue to mislead their employees
22 about the true nature of their rights and remedies under the wage and hour laws; and

23 102. An award of attorneys' fees and costs is necessary for the prosecution of this action
24 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
25 general, by preventing Defendant from continuing to circumvent the wage and hour statutes and
26 frustrate the long-standing recognition by the California legislature and the courts that such
27 statutes, as pled herein, are not merely a matter of private concern between employer and employee
28 to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and

1 private agreements. Rather, the wage and hour statutes have been described as a matter of public
2 concern, were designed to provide minimum substantive guarantees to individual workers and are
3 essential to public welfare.

4 REQUEST FOR RELIEF

5 WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment
6 and the following specific relief against Defendant as follows:

- 7 A. That the Court determine that this action may be maintained as a class action
8 under Code of Civil Procedure § 382;
- 9 B. That the Court determine that this action may be maintained as a PAGA
10 representative action under Cal. Labor Code. §2698 *et seq.*
- 11 C. Provision of class notice to all members of the Class;
- 12 D. That Defendant is found to have violated the above-referenced provisions of the
13 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
14 aggrieved employees;
- 15 E. For compensatory damages, in an amount according to proof at trial, with
16 interest thereon;
- 17 F. For compensation for not being paid overtime;
- 18 G. For compensation for not being paid all wages due twice per month;
- 19 H. For compensation for not being paid minimum wage;
- 20 I. For compensation for not being paid all wages due upon termination;
- 21 J. For compensation for not being provided compliant meal periods;
- 22 K. For compensation for not being provided rest breaks;
- 23 L. For compensation for not being provided proper cool-down rest periods;
- 24 M. For compensation for not being paid premium and penalty wages;
- 25 N. That Defendant's actions are found to be willful and/or in bad faith to the extent
26 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
27 willful failure to pay all compensation owed at the time of separation to
28

1 Plaintiff, aggrieved employees and Class Members no longer employed by
2 Defendant;

3 O. That Plaintiff, aggrieved employees and Class Members receive penalties for
4 Defendant's violation of §226 and 1174 of the California Labor Code for willful
5 failure to provide and maintain the required accurate and itemized wage
6 statements;

7 P. That Plaintiff, aggrieved employees and Class Members receive an award in the
8 amount of unpaid wages owed, including interest thereon, and penalties as
9 provided in the Labor Code, CCR and Wage Order, including under Labor Code
10 §§ 203, 510, and 558, subject to proof at trial;

11 Q. That Defendant be ordered to pay restitution to Plaintiff, aggrieved employees
12 and Class Members for amounts acquired through Defendant's unlawful
13 activities pursuant to Business and Professions Code §§ 17200-05 and enjoined
14 to cease and desist from unlawful and unfair activities in violation of California
15 Business and Professions Code § 17200 et. seq.;

16 R. That Plaintiff, aggrieved employees and Class Members receive an award of
17 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
18 §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

19 S. That the Court award penalties pursuant to Labor Code §2698 *et seq.*;

20 ///

21 ///

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1 T. That the Court issue declaratory relief that Defendant's challenged policies are
2 unlawful; and

3 U. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.
5
6

7 DATED: December 17, 2024

KOUL LAW FIRM, APC

8 

9 BY: Nazo Koulloukian, Esq.

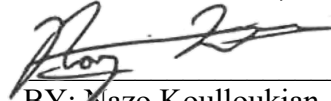
10 Attorneys for Plaintiff JOSE PAREDES
11 GALLEGOS and putative class members
12
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15
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18 ***DEMAND FOR JURY TRIAL***
19

20 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the
21 full extent permitted by law.
22

23 DATED: December 17, 2024

KOUL LAW FIRM, APC

24 

25 BY: Nazo Koulloukian, Esq.

26 Attorneys for Plaintiff JOSE PAREDES
27 GALLEGOS and putative class members
28

EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

October 10, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Mission Landscape Companies, Inc.
16672 Millikan Ave
Irvine, CA 92606

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

Claimant: Jose Paredes Gallegos

Employer: Mission Landscape Companies, Inc.

Dear Sir or Madam:

Jose Paredes Gallegos (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, and Sahag Majarian, II, and Garen Majarian, of Majarian Law Group, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Mission Landscape Companies, Inc. (hereafter “Employer”).

Claimant worked for Employer as a driver and laborer from early in 2023 until 2024 making approximately \$22/hour. His regular shift was 6:30 am to 3:15 pm. Claimant was terminated on September 20, 2024. Prior to his termination, Claimant had complained about Employer’s unlawful conditions of employment.

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.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

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, 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.

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

Off-the-Clock Hours Worked- Waiting in Required Lines

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. Numerous employees came on shift at the same time which resulted in many employees waiting in required lines to clock in for work. Employees are required to enter their employee I.D. on the cell phone and take a photo in an app which takes time. Claimant recalls waiting approximately two minutes each time Claimant and Claimant’s coworkers were required to wait in line to clock in our out. This time spent walking and waiting in required lines was required by Employer prior to each shift and when clocking back in for lunch, and was essential and required before employees could begin and/or resume working on the clock.

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 penalty 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 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3, 256 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.”

Meal periods were short and thus non-compliant because employees were required to wait in line to clock back in on the one company phone, with each employee entering their Employee ID and then taking their photo. Employees had to join the line early in order to ensure they did not clock in late as they were not permitted to return or clock in late from lunch. This wait time cut into their mandatory 30-minute minimum meal period time. Meal periods were also sometimes late, short, and interrupted.

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. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. 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). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

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.

Employer makes no effort to provide any break facilities to employees working out in the field. If Claimant or his coworkers working out in the field want to take a break, they are required to walk to find a tree or somewhere to sit protected from the weather. This walk time cuts into their required 10 minute net minimum break.

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.”).

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 penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

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.

Employer failed to provide, or even permit, Cool-Down Recovery Periods. Employees consistently worked outside in the heat and were often at risk for heat related illnesses, sometimes in weather up to 113 degrees. However, Employer failed and refused to provide recovery periods, instead encouraging a culture that would look down on employees who attempted to take breaks.

Failure to Provide Required Shade

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 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 Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2699 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).

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, and meal and rest premium pay.

§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

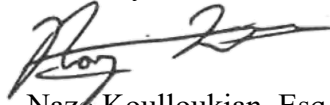
secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the correct 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.*

Conclusion

Employer has violated a number of California wage and hour laws. 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', written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 30-2024-01433143-CU-OE-CXC
Paredes Gallegos v. Mission Landscape Companies, Inc.

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On March 24, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

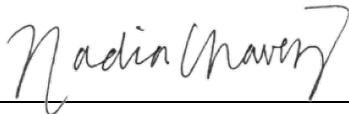
 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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:

Dana Kravetz
Devon Mills
MICHELMAN & ROBINSON, LLP
10880 Wilshire Blvd., 19th Floor
Los Angeles, CA 90024
dkravetz@mrlp.com
dmills@mrlp.com
lespinoza@mrlp.com
wgenovese@mrlp.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this March 24, 2025, in Glendale, California.



NADIA CHAVEZ