

**ELECTRONICALLY FILED**Superior Court of California,  
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DANIEL DURAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA****COUNTY OF MADERA**

DANIEL DURAN, on behalf of himself and all  
others similarly situated,

Plaintiff,

vs.

TURF OPERATION FRESNO INC., a  
corporation; and DOES 1 through 100, inclusive,

Defendants.

DANIEL DURAN, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TURF OPERATION FRESNO, INC., a  
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case Nos. MCV095208  
MCV097350

**CONSOLIDATED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT FOR:**

- 1. MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 204, 558, 1182.12,  
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME  
WAGES (LABOR CODE §§ 204, 510,  
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- 7. FAILURE TO REIMBURSE  
BUSINESS EXPENSES (LABOR  
CODE §§ 2802, 2804); and**
- 8. UNFAIR COMPETITION (BUS. &  
PROF. CODE § 17200, *et seq.*).**
- 9. CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Daniel Duran (“Plaintiff”), on behalf of himself and all others similarly situated,  
2 and as a private attorney general on behalf of the State of California and other aggrieved  
3 employees, brings this Class and Representative Action Complaint against Turf Operation Fresno  
4 Inc. and Does 1 through 100, inclusive (collectively, “Defendants”), and on information and belief  
5 alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private  
8 attorney general on behalf of the State of California and other aggrieved employees, brings this  
9 class action for recovery of unpaid wages and penalties under Business & Professions Code  
10 section 17200, *et. seq.*; Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,  
11 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; and Industrial Welfare Commission Wage Order  
12 No. 5 (“Wage Order 5”), in addition to seeking declaratory relief and restitution. This class action  
13 is brought pursuant to Code of Civil Procedure § 382. This Court has jurisdiction over  
14 Defendants’ violations as the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil  
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein  
18 occurred in Tulare County. Defendants own, maintain offices, transact business, have an agent or  
19 agents within Tulare County, and/or otherwise are found within Tulare County, and Defendants  
20 are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times,  
23 Plaintiff was, and currently is, a California resident. During the four years immediately preceding  
24 the filing of this action and within the statute of limitations periods applicable to each cause of  
25 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff  
26 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money  
27 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-  
28 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*;

1 California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order  
2 5, which sets employment standards for the public housekeeping industry, which includes  
3 landscaping businesses.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four  
5 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)  
6 business as a landscaping service, and that they employed Plaintiff and other similarly situated  
7 non-exempt employees within Tulare County and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,  
9 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said  
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed  
12 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,  
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 20) to be subject to the  
15 unlawful employment practices, wrongs, injuries, and damages complained of herein.

16 6. Plaintiff is informed and believes, and based thereon alleges, that at all times  
17 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

18 7. At all times herein mentioned, each of said Defendants participated in the acts  
19 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and  
20 each of them, were the agents, servants, and employees of each of the other Defendants, as well  
21 as the agents of all Defendants, and at all times herein mentioned were acting within the course  
22 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,  
23 and/or otherwise ratified each of the acts or omissions alleged herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of  
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class  
28 Members (as defined in Paragraph 20).

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10. During his employment with Defendants, Plaintiff worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, but Defendants failed to pay Plaintiff's overtime wages at 1.5 times his "regular rate" of pay. Specifically, in addition to his hourly wages, Plaintiff earns non-discretionary "Production Pay" and/or other forms of compensation that cannot be excluded from the regular rate (these forms of pay shall be referred to herein collectively as "Incentive Pay"), but Defendants fail to incorporate the Incentive Pay into the regular rate when calculating overtime compensation, resulting in underpaid overtime wages. For example, in the pay period of September 14-27, 2024, Plaintiff's wage statement reflects that he worked more than 12 hours of overtime and also earned \$251.98 in Production Pay. However, Defendants paid Plaintiff's overtime wages at \$27.00 per hour, which was 1.5 times his *base* hourly rate of \$18.00, not 1.5 times his "regular rate" of pay. On information and belief, Defendants have likewise underpaid overtime wages to its other non-exempt employees during the putative class period by failing to incorporate the value of Incentive Pay into the regular rate.

11. Defendants have also failed to provide meal periods to Plaintiff and other non-exempt employees as required under California law. Specifically, Plaintiff was told by management that “nobody takes lunches or breaks in order to hit production” (or words to that effect), and that, if he wanted to eat a meal, he should do so while driving between appointments. Defendants explained to Plaintiff that “production” was the paramount consideration and should take precedence over taking breaks. As a result of this culture and direction from Defendants, Plaintiff and other non-exempt employees frequently would either miss their meal breaks altogether, take meal periods late (i.e., after 5 hours of work), take less than 30 minutes, and/or take their meal periods while on duty. Moreover, Defendants have failed to provide Plaintiff and other non-exempt employees with second meal periods on shifts over 10 hours.

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1           12.     Despite failing to provide Plaintiff and other non-exempt employees with legally  
2 compliant meal periods, Defendants have failed to pay the meal period premiums required by  
3 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class  
4 period, Defendants have maintained no payroll code or other mechanism for paying meal period  
5 premiums when Defendants failed to provide a legally compliant meal period.

6           13.     Moreover, despite failing to provide meal periods, Defendants would consistently  
7 add a 30-minute unpaid meal period to Plaintiff's and other employees' time records after-the-  
8 fact. This practice has resulted in Plaintiff and other non-exempt employees not being paid for  
9 those 30 minutes which should have been paid (since they were not provided with lawful, off-  
10 duty meal periods), by unlawfully deducting this time from their wages. This resulted in unpaid  
11 wages, including unpaid minimum wages and overtime wages.

12           14.     In or about mid-November 2024, Plaintiff submitted a written complaint about  
13 Defendants' unlawful meal periods practices. In response, Plaintiff's manager told him that  
14 Plaintiff was "waiving his lunches." This was news to Plaintiff, as he had never agreed to waive  
15 his lunches, and regardless, Plaintiff's meal periods were not subject to waiver since he  
16 consistently works more than 6 hours per workday. Moreover, if Plaintiff (or any other employee)  
17 had truly waived their lunches, then Defendants should have paid them for that time, rather than  
18 deduct 30 minutes from their time records.

19           15.     Defendants have also failed to authorize and permit compliant rest periods to  
20 Plaintiff and other non-exempt employees. As with meal periods, Defendants emphasized  
21 "production" over everything, and did not authorize or permit off-duty rest periods, and thus, any  
22 "breaks" were taken while driving between appointments or otherwise while on-duty. Nor did  
23 Defendants authorize or permit a third rest period on shifts over 10 hours. Despite failing to  
24 authorize and permit legally compliant rest periods to Plaintiff and other non-exempt employees,  
25 Defendants have failed to pay the rest period premiums required by Labor Code § 226.7. Upon  
26 information and belief, during at least a portion of the putative class period, Defendants have  
27 maintained no payroll code or other mechanism for paying rest period premiums when  
28 Defendants failed to authorize and permit a legally compliant rest period.

1           16. Defendants have also required Plaintiff and other employees to incur business  
2 expenses without reimbursement. For example, Plaintiff and other employees are required to use  
3 their personal cell phones for work purposes, including but not limited to downloading and using  
4 the “Podium” application (to solicit and obtain customer reviews), downloading and using the  
5 “Paychex” application to clock in and clock out, and using the GPS application on their personal  
6 cell phones whenever the company phone’s GPS did not work (which happened frequently).

7           17. Despite requiring Plaintiff and other employees to use their personal property for  
8 work-related purposes, Defendants have failed to reimburse them for any portion of their personal  
9 expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,  
10 Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and  
11 *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must  
12 reimburse employees for “reasonable percentage” of their cell phone bills if they are required to  
13 use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

14           18. As a result of Defendants’ unlawful practices described above, Defendants have  
15 maintained inaccurate time and payroll records, and have issued inaccurate wage statements to  
16 Plaintiff and other non-exempt employees.

17           19. As a further result of Defendants’ unlawful practices described above, Defendants  
18 have failed to timely pay all final wages to Plaintiff and other former employees.

19           20. On information and belief, Defendants have engaged in the above unlawful  
20 practices throughout the putative class period and continuing to the present.

21                           **CLASS ACTION ALLEGATIONS**

22           21. **Class Definitions:** Plaintiff brings this action on behalf of himself and the  
23 following Classes pursuant to California Code of Civil Procedure § 382:

24           a. The Minimum Wage Class consists of all of the Defendants’ current and former  
25 non-exempt employees in California who were subject to Defendants’ timekeeping and  
26 payroll practices, at any time from four years prior to the filing of this action to the present.

27           b. The Overtime Class consists of all of the Defendants’ current and former non-  
28 exempt employees in California who worked more than 8.0 hours in a workday and/or over

40.0 hours in a workweek, and who (i) earned Incentive Pay in a corresponding time period and/or (ii) were subject to Defendants' timekeeping and payroll practices, at any time from four years prior to the filing of this action through the present.

c. The Meal Period Class consists of all of the Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or at least one shift in excess of 10.0 hours, at any time from four years prior to the filing of this action through the present.

d. The Rest Period Class consists of all of the Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, at any time from four years prior to the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants at any time from one year prior to the filing of this action through the present.

f. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class whose employment with Defendants ended at any time from three years prior to the filing of this action to the present.

g. The Expense Reimbursement Class consists of all of the Defendants' employees who were required to use their personal property for work-related purposes, including but not limited to personal cellular phones, at any time from four years prior to the filing of this action through the present.

22. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

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1           **23. Common Questions of Law and Fact Predominate/Well Defined Community**  
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
3 situated employees, which predominate over questions affecting only individual members  
4 including, without limitation to:

- 5           i. Whether Defendants paid members of the Minimum Wage Class at least  
6           the applicable minimum wage for all hours worked;
- 7           ii. Whether Defendants' timekeeping and payroll practices violate the  
8           applicable Labor Code provisions including, but not limited to, §§ 510 and  
9           1194 by requiring overtime work and not paying the Overtime Class for  
10          said work according to California's overtime laws;
- 11          iii. Whether Defendants provided legally compliant meal periods to members  
12          of the Meal Period Class;
- 13          iv. Whether Defendants authorized and permitted legally compliant rest  
14          periods to members of the Rest Period Class;
- 15          v. Whether Defendants furnished legally compliant wage statements to  
16          members of the Wage Statement Class pursuant to Labor Code § 226;
- 17          vi. Whether Defendants failed to timely pay the final wages of members of the  
18          Waiting Time Class; and
- 19          vii. Whether Defendants properly reimbursed expenses incurred by members  
20          of the Expense Reimbursement Class.

21           **24. Predominance of Common Questions:** Common questions of law and fact  
22 predominate over questions that affect only individual members of the Classes. The common  
23 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
24 and/or practices applicable to each individual class member, such as Defendants' timekeeping,  
25 overtime, wage statement, meal period, rest period, and expense reimbursement  
26 policies/practices. As such, the common questions predominate over individual questions  
27 concerning each individual class member's showing as to his or her eligibility for recovery or as  
28 to the amount of his or her damages.

1           25.     **Typicality:** Plaintiff's claims are typical of the claims of the Classes because  
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the  
3 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As  
4 alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages  
5 and overtime wages; was subject to Defendants' uniform meal and rest period policies/practices;  
6 was furnished with inaccurate wage statements; was not paid all wages due at termination; and  
7 was not reimbursed for all expenses he incurred in carrying out his job duties for Defendants.

8           26.     **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary  
9 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,  
10 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of  
11 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class  
12 actions in state and federal courts in the past and are committed to vigorously prosecuting this  
13 action on behalf of the members of the Classes.

14 **Superiority:** The California Labor Code is broadly remedial in nature and serves an important  
15 public interest in establishing minimum working conditions and standards in California. These  
16 laws and labor standards protect the average working employee from exploitation by employers  
17 who have the responsibility to follow the laws and who may seek to take advantage of superior  
18 economic and bargaining power in setting onerous terms and conditions of employment. The  
19 nature of this action and the format of laws available to Plaintiff and members of the Classes make  
20 the class action format a particularly efficient and appropriate procedure to redress the violations  
21 alleged herein. If each employee were required to file an individual lawsuit, Defendants would  
22 necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited  
23 resources of each individual plaintiff with their vastly superior financial and legal resources.  
24 Moreover, requiring each member of the Classes to pursue an individual remedy would  
25 discourage the assertion of lawful claims by employees who would be disinclined to file an action  
26 against their former and/or current employer for real and justifiable fear of retaliation and  
27 permanent damages to their careers at subsequent employment. Further, the prosecution of  
28 separate actions by individual class members would create a substantial risk of inconsistent or

1 varying verdicts or adjudications with respect to the individual class members against Defendants  
2 herein; and which would establish potentially incompatible standards of conduct for Defendants.  
3 Further, the claims of the individual members of the Classes are not sufficiently large to warrant  
4 vigorous individual prosecution considering all of the concomitant costs and expenses attending  
5 thereto. As such, the Classes identified in Paragraph 20 are maintainable under California Code  
6 of Civil Procedure § 382.

7 **FIRST CAUSE OF ACTION**

8 **MINIMUM WAGE VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

10 27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 28. Wage Order 5 and Labor Code §§ 1197 and 1182.12 establish employees' right to  
12 be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a)  
13 and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as  
14 required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,  
15 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

16 29. At all relevant times, Defendants failed to conform their pay practices to the  
17 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours  
18 actually worked including, but not limited to, all hours they were subject to Defendants' control  
19 and/or suffered or permitted to work under the Labor Code and Wage Order 5.

20 30. California Labor Code § 1198 makes unlawful the employment of an employee  
21 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide  
22 that an employer who has failed to pay its employees the legal minimum wage is liable to pay  
23 those employees the balance of the unpaid wages as well as liquidated damages in an amount  
24 equal to the wages due and interest thereon.

25 31. As a direct and proximate result of Defendants' unlawful conduct as alleged  
26 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but  
27 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are  
28 entitled to recover economic and statutory damages and penalties and other appropriate relief as

1 a result of Defendants' violations of the California Labor Code and applicable Wage Orders.

2 32. Defendants' practice and uniform administration of corporate policy regarding  
3 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff  
4 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,  
5 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor  
6 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME WAGES**

9 **(AGAINST ALL DEFENDANTS)**

10 33. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

11 34. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,  
12 and 1198, which provide that non-exempt employees are entitled to overtime wages for all  
13 overtime hours worked, and which provide a private right of action for the failure to pay all  
14 overtime compensation for overtime work performed.

15 35. At all times relevant herein, Defendants were required to properly compensate  
16 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California  
17 Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an  
18 employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of  
19 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on  
20 the seventh consecutive workday in a workweek. Wage Order 5, § 3 also requires an employer to  
21 pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a  
22 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.  
23 As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime  
24 and double-time hours but did not compensate them at one and one-half times (or two times) their  
25 regular rate of pay for such hours.

26 36. The foregoing policies and practices are unlawful and create entitlement to  
27 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime  
28 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of

suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

**THIRD CAUSE OF ACTION**

**MEAL PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, for the reasons set forth in this Complaint.

39. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 5, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

**FOURTH CAUSE OF ACTION**

**REST PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. Labor Code §§ 226.7 and 516, and Wage Order 5 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

42. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

43. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor

Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

**FIFTH CAUSE OF ACTION**

**WAGE STATEMENT VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked, all hours worked at each rate of pay, and all wages earned, in violation of Labor Code § 226.

46. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their wages and meal and rest period premium wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

47. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

**SIXTH CAUSE OF ACTION**

**WAITING TIME PENALTIES**

**(AGAINST ALL DEFENDANTS)**

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent

1 to quit, said employee's wages become due and payable not later than 72 hours upon said  
2 employee's last date of employment.

3 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them  
5 at their separation from employment, including (but not limited to) unpaid minimum wages and  
6 overtime wages and unpaid meal and rest period premium wages.

7 51. Further, Plaintiff is informed and believes, and based thereon alleges, that as a  
8 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members  
9 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant  
10 to the requirements of Labor Code §§ 201-203.

11 52. Defendants' failure to pay all final wages was willful within the meaning of Labor  
12 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting  
13 Time Class their earned wages upon separation from employment results in a continued payment  
14 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the  
15 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable  
16 attorneys' fees and costs of suit.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **(AGAINST ALL DEFENDANTS)**

20 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 54. At all times, Defendants were subject to Labor Code § 2802, which states that "an  
22 employer shall indemnify his or her employees for all necessary expenditures or losses incurred  
23 by the employee in direct consequence of the discharge of his or her duties, or of his or her  
24 obedience to the directions of the employer."

25 55. At all times, Defendants were subject to Labor Code § 2804, which states, "any  
26 contract or agreement, express or implied, made by any employee to waive the benefits of this  
27 article or any part thereof, is null and void, and this article shall not deprive any employee or his  
28 personal representative of any right or remedy to which he is entitled under the laws of this State."

1           56. Due to Defendants' unlawful policy and practice of requiring employees to use  
2 their personal property, including but not limited to personal cell phones, for work purposes and  
3 their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants  
4 have violated Labor Code § 2802.

5           57. As a proximate result of Defendants' policies and/or practices in violation of Labor  
6 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have  
7 suffered damages in sums, which will be shown according to proof.

8           58. Plaintiff and members of the Expense Reimbursement Class are entitled to  
9 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

10          59. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of  
11 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,  
12 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall  
13 accrue from the date on which they incurred the initial necessary expenditure.

14                                   **EIGHTH CAUSE OF ACTION**

15                                   **UNFAIR COMPETITION**

16                                   **(AGAINST ALL DEFENDANTS)**

17          60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18          61. Defendants have engaged, and continue to engage, in unfair and/or unlawful  
19 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay  
20 Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal  
21 periods or pay meal period premium wages, failure to authorize and permit rest periods or pay  
22 rest period premium wages, failing to furnish accurate and complete itemized wage statements,  
23 and failing to reimburse business expenses.

24          62. Defendants' utilization of these unfair and/or unlawful business practices has  
25 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,  
26 constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
27 Defendants' competitors who have been and/or are currently employing workers and attempting  
28 to do so in honest compliance with applicable wage and hour laws.

63. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

64. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

65. Plaintiff was compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

#### **NINTH CAUSE OF ACTION**

#### **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (AGAINST ALL DEFENDANTS)**

66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

67. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay

period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees at least the minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay all overtime and/or double-time compensation owed to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide legally compliant meal periods to Plaintiff and other aggrieved employees, and failing to pay meal period premium wages, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit legally compliant rest periods to Plaintiff and other aggrieved employees, and failing to pay rest period premium wages, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse or indemnify Plaintiff and other aggrieved employees for expenses incurred while carrying out their duties for Defendants, in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish accurate itemized wage statements to Plaintiff and other aggrieved employees, in violation of Labor Code § 226;
- g. Failing to timely pay final wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-203;
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

68. On or about December 10, 2024, Plaintiff notified Defendant Turf Operation Fresno Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698 et seq. (“PAGA”) with respect to the

violations of the Labor Code identified in paragraph 67 (a)-(f) and (h) above. On or about May 27, 2026, Plaintiff supplemented his PAGA notice to include the Labor Code violation identified in paragraph 67(g). Now that sixty-five days have passed from Plaintiff's initial notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations. As noted in Plaintiff's notice letter, the "aggrieved employees" Plaintiff seeks to represent in his PAGA action are all current and former non-exempt employees of Defendants who have worked for Defendants in California at any time from one year immediately preceding the date of Plaintiff's original PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

69. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(k).

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;

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1           7.    Upon the Fourth Cause of Action, for compensatory, consequential, general, and  
2 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;

3           8.    Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §  
4 226, *et seq.*;

5           9.    Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §  
6 203;

7           10.   Upon the Seventh Cause of Action, for compensatory, consequential, general, and  
8 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9           11.   Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the  
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
11 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

12           12.   Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved  
13 employees, and the State of California according to proof pursuant to Labor Code § 2699,  
14 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each  
15 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant  
16 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully  
17 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to  
18 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00  
19 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)  
20 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent  
21 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
22 each initial violation and \$200.00 for each subsequent violation per employee per pay period for  
23 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to  
24 Labor Code § 2699(f), and appropriate injunctive relief;

25           13.   Prejudgment interest on all due and unpaid wages and other damages pursuant to  
26 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the  
27 California Constitution;

28 ///

1           14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
2 226(e), 1194 *et seq.*, 2802(c), 2699(k), Code of Civil Procedure § 1021.5, and all other applicable  
3 statutes; and

4           15. For such other and further relief the Court may deem just and proper.

5 Date: June 16, 2026

MARQUEE LAW GROUP, APC

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7 

8 Tuvia Korobkin  
9 Attorneys for Plaintiff

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

12  
13 Date: June 16, 2026

MARQUEE LAW GROUP, APC

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16 Tuvia Korobkin  
17 Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 I declare that I am over the age of eighteen (18) and not a party to this action. My business  
3 address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

4 On June 16, 2026, I served the foregoing document(s) described as:

5 **CONSOLIDATED CLASS AND REPRESENTATIVE ACTION**  
6 **COMPLAINT**

7 on all interested parties in this action by transmitting a true copy of the document(s) described  
8 above, addressed as follows:

9 **SEE ATTACHED SERVICE LIST**

- 10 ( ) **BY MAIL** as follows: I am “readily familiar” with the firm’s practice of collection and  
11 processing of correspondence for mailing with the United States Postal Service. I know  
12 that the correspondence was deposited with the United States Postal Service on the same  
13 day this declaration was executed in the ordinary course of business. I know that the  
14 envelope was sealed and, with postage thereon fully prepaid, placed for collection and  
15 mailing on this date in the United States mail at Beverly Hills, California.
- 16 ( ) **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to  
17 the above addressee(s).
- 18 ( ) **BY OVERNIGHT COURIER:** I am “readily familiar” with the firm’s practice of  
19 collecting and processing overnight deliveries, which includes depositing such  
20 packages in a receptacle used exclusively for overnight deliveries. The packages  
21 were deposited before the regular pickup time and marked accordingly for delivery  
22 the next business day.
- 23 (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served  
24 electronically to the address of the recipient(s) as set forth below. I am readily  
25 familiar with the Code of Civil Procedure and California Rules of Court for  
26 electronic service and this document/these documents were duly served  
27 electronically in accordance with said rules and regulations on the date stated  
28 above, and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is  
true and correct. Executed on June 16, 2026, at Beverly Hills, California.

  
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Claudia Perez

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SERVICE LIST:

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Sagaser, Watkins & Wieland PC<br>c/o Ian Wieland, Esq.<br>c/o Daniella Crisanti's, Esq.<br>5260 N Palm Ave #400 Fresno,<br>CA 93704<br>Email: <i>Ian@sw2law.com</i> ;<br><i>Daniella@sw2law.com</i> ;<br><i>Stephanie@sw2law.com</i> ;<br><i>Tristan@sw2law.com</i> | <i>Attorneys for Defendants Turf Operations,<br/>Inc.</i> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|