

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Squaw Valley Resort, LLC, Mammoth Mountain Ski Area, LLC, and Snow Summit, LLC, et al.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Brandt Earhart, Sam Steuart, and William Berrier, individually and on behalf of all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Mono County Superior Court - Mammoth Lakes - 100 Thompson Way, Mammoth Lakes, CA 93546

CASE NUMBER: (Número del Caso):

21ucm49

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Robert Ottinger, 535 Mission Street, San Francisco, CA 94133

DATE:

(Fecha) 10/13/21

Lester Perpall

Clerk, by
(Secretario)

10

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

SEAL

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify):
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

COPY

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FILED

OCT 13 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONO
BY: 

Counsel for Plaintiffs and the Proposed Representative Class

SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF MONO

21UCM49

BRANDT EARHART, SAM STEUART,
and WILLIAM BERRIER, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

SQUAW VALLEY RESORT, LLC,
MAMMOTH MOUNTAIN SKI AREA,
LLC, and SNOW SUMMIT, LLC, and
DOES 1 THROUGH 100, inclusive,

Defendants.

**REPRESENTATIVE ACTION
COMPLAINT;**

**CLAIMS FOR DAMAGES AND
INJUNCTIVE RELIEF;**

DEMAND FOR JURY TRIAL

(1) **Civil Penalties Under the Private
Attorneys General Act of 2004
("PAGA") §§ 2698 et seq.**

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2. Defendants have failed to pay Plaintiffs and the proposed Representative Class for all regular and overtime hours worked in violation of California Labor Code §§ 510, 1194, 1197, 1197.1, and Industrial Welfare Commission (“IWC”) Order No. 10-2001; failed to provide compliant meal and rest periods in violation of California Labor Code §§ 218.5, 226.7, 512, 1198, and IWC Order No. 10-2001; failed to provide reimbursement for all necessary business expenses in violation of California Labor Code § 2802; failed to provide accurate wage statements in violation of California Labor Code § 226(a); failed to maintain requisite payroll records in violation of California Labor Code § 1174(d); failed to pay them all earned wages timely and upon discharge in violation of California Labor Code §§ 201-204 and 210; engaged in unfair business practices in violation of California Business & Professions Code § 17200 (“Unfair Competition Law”); and violated PAGA, California Labor Code §§ 2698, *et seq.*

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4. Venue is proper in this Court pursuant to California Code of Civil Procedure § 395(a) and § 395.5 because the injuries to the persons complained of herein occurred at least in part in the County

1 of Mono and/or because Defendants conduct business within the County of Mono.

2 **THE PARTIES**

3 5. Plaintiff Brandt Earhart, at all times relevant hereto, was a resident of the State of
4 California, and currently resides in Bend, Oregon. Mr. Earhart was employed by Defendants as a
5 snowboard instructor in California, between approximately October 2018 and March 2020.

6 6. Plaintiff Sam Steuart, at all times relevant hereto, was a resident of the State of California,
7 and currently resides in Berkeley, California. Mr. Steuart was employed by Defendants as a ski instructor
8 in California, between approximately December 2016 and March 2018.

9 7. Plaintiff William Berrier, at all times relevant hereto, was a resident of the State of
10 California, and currently resides in Acton, Massachusetts. Mr. Berrier was employed by Defendants as
11 a ski instructor in California, between approximately November 2017 and March 2020.

12 8. Defendant Squaw Valley Resort, LLC is a company headquartered in California and
13 incorporated in Delaware. Defendant Squaw Valley Resort, LLC owns and operates Squaw Valley Ski
14 Resort and Alpine Meadows Ski Resort, both located in California.

15 9. Defendant Mammoth Mountain Ski Area, LLC is a company headquartered in California
16 and incorporated in Delaware. Defendant Mammoth Mountain Ski Area, LLC owns and operates
17 Mammoth Mountain Ski Resort, located in California.

18 10. Defendant Snow Summit, LLC is a company headquartered and incorporated in
19 California. Defendant Snow Summit, LLC owns and operates Big Bear Mountain Ski Resort, located in
20 California.

21 11. Plaintiffs are informed and believe, and based thereupon allege, that the conduct, actions,
22 omissions, and manner of failing to provide overtime and minimum wages, failing to provide proper meal
23 and rest breaks, failing to reimburse necessary business expenses, failing to pay all earned wages upon
24 discharge, failing to provide accurate wage statements and maintain requisite payroll records, failing to
25 timely pay wages during employment, and engaging in unfair competition was willful, known, and
26 intended to violate the laws, and that officers, directors, and managing agents of Defendants, approved,
27 ratified, and directed the conduct in order to inflate profits at the expense of their own employees'
28 earnings and wages. Through these policies and/or practices, Defendants lowered their operating costs

1 by failing to pay overtime and minimum wages and pay meal and rest break penalties to its Non-Exempt
2 Employees and failing to reimburse them for their business expenses.

3 12. Plaintiffs are ignorant of the true names or capacities, whether as individuals, partners,
4 corporate entities, or joint venturers, of the Defendants sued herein as Does 1 through 100, inclusive, and
5 for that reason, Defendants are sued under such fictitious names. Plaintiffs will seek leave from the Court
6 to amend this Representative Action Complaint when such true names and capacities are discovered.
7 Plaintiffs are informed and believe, and thereupon allege, that each of said Doe Defendants, whether
8 individuals, partners, corporate entities, or joint venturers, were responsible in some manner for the
9 circumstances alleged herein, and proximately caused Plaintiffs and those members of the general public
10 and the Representative Class designated herein, to be subject to the unlawful employment and business
11 practices, wrongs, injuries, and damages complained of herein.

12 **COMMON FACTUAL ALLEGATIONS**

13 **Unpaid Wages**

14 13. Defendants' have common, company-wide policies and/or practices that result in
15 Plaintiffs and Non-Exempt Employees not being paid for all hours worked, including all minimum wage
16 and overtime to which Plaintiffs and Non-Exempt Employees were otherwise entitled.

17 14. For example, Defendants' common, company-wide policy and/or practice results in Non-
18 Exempt Employees not being paid for hours spent performing work, including but not limited to: (1)
19 donning and doffing their required employee uniform clothing, gear, and equipment, (2) traveling at the
20 beginning of their shift from the base of the mountain to their assigned work location on the mountain,
21 and back down to the base of the mountain at the end of their shift, (3) engaging in necessary maintenance
22 of their equipment; and (4) performing other work-related tasks during, prior to, or after their scheduled
23 shifts. Likewise, Defendants' timekeeping and/or payroll systems regularly result in Plaintiffs and Non-
24 Exempt Employees not being paid for all hours worked and/or amounts earned, including, but not limited
25 to, minimum wage, overtime, reporting time, meal/rest penalties, split-shift, and final pay.

26 **Meal and Rest Breaks**

27 15. Defendants have common, company-wide policies and/or practices of failing to relieve
28 Plaintiffs and Non-Exempt Employees of all duties so that they may take the meal and rest periods to

1 which they are entitled to law.

2 16. As a matter of common, company-wide policy and/or practice, Defendants also fail to
3 ensure that it pays Plaintiffs and Non-Exempt Employees proper meal and rest break penalties when they
4 do not receive the meal and rest breaks to which they are entitled by law.

5 **Unreimbursed Expenses**

6 17. Defendants have common, company-wide policies and/or practices of failing to reimburse
7 Plaintiffs and Non-Exempt Employees for all business expenses that they incur in connection with their
8 work. This includes, but is not limited to, buying, operating, and maintaining ski equipment, snowboard
9 equipment, and other equipment and gear needed to perform their duties.

10 18. As a matter of common, company-wide policy and/or practice, Defendants fail to
11 reimburse Plaintiffs and Non-Exempt Employees for these and other expenses. As a result, Defendants
12 deprive Plaintiffs and Non-Exempt Employees of proper reimbursement to which they are entitled by
13 law.

14 **Inaccurate Wage Statements**

15 19. Defendants have common, company-wide policies and/or practices of failing to provide
16 Plaintiffs and Non-Exempt Employees with accurate, itemized wage statements as required by Section
17 226(a) of the California Labor Code.

18 20. As a matter of common, company-wide policy and/or practice, the wage statements issued
19 to Plaintiffs and Non-Exempt Employees either did not have all of the categories of information required
20 by the California Labor Code or the information listed therein was inaccurate.

21 **Plaintiff Brandt Earhart**

22 21. Plaintiff Earhart was employed by Defendants as a snowboard instructor in California,
23 between approximately October 2018 and March 2020.

24 22. While Plaintiff Earhart was working for Defendants, he incurred several necessary
25 business-related expenses. These expenses included his snowboard, boots and bindings, goggles,
26 helmets, base layers, and other necessary winter outdoor gear.

27 23. Plaintiff Earhart was never reimbursed for these necessary business-related expenses.

28 24. Pursuant to Defendant's policy, pattern, and/or practice, Plaintiff Earhart also regularly

1 spent time performing preliminary and postliminary activities such as necessary maintenance of his
2 equipment, donning and doffing his required employee uniform clothing, gear, and equipment, and
3 traveling from the base of the mountain to his assigned work location and back, but he was not properly
4 compensated for all of this time.

5 **Plaintiff Sam Steuart**

6 25. Plaintiff Steuart was employed by Defendants as a ski instructor in California, between
7 approximately December 2016 and March 2018.

8 26. While Plaintiff Steuart was working for Defendants, he incurred several necessary
9 business-related expenses. These expenses included his skis, boots and bindings, poles, goggles, helmets,
10 base layers, and other necessary winter outdoor gear.

11 27. Plaintiff Steuart was never reimbursed for these necessary business-related expenses.
12 Pursuant to Defendant's policy, pattern, and/or practice, Plaintiff Steuart also regularly spent time
13 performing preliminary and postliminary activities such as necessary maintenance of his equipment,
14 donning and doffing his required employee uniform clothing, gear, and equipment, and traveling from
15 the base of the mountain to his assigned work location and back, but he was not properly compensated
16 for all of this time.

17 **Plaintiff William Berrier**

18 28. Plaintiff Berrier was employed by Defendants as a ski instructor in California, between
19 approximately November 2017 and March 2020.

20 29. While Plaintiff Berrier was working for Defendants, he incurred several necessary
21 business-related expenses. These expenses included his skis, boots and bindings, poles, goggles, helmets,
22 base layers, and other necessary winter outdoor gear.

23 30. Plaintiff Berrier was never reimbursed for these necessary business-related expenses.
24 Pursuant to Defendant's policy, pattern, and/or practice, Plaintiff Berrier also regularly spent time
25 performing preliminary and postliminary activities such as necessary maintenance of his equipment,
26 donning and doffing his required employee uniform clothing, gear, and equipment, and traveling from
27 the base of the mountain to his assigned work location and back, but he was not properly compensated
28 for all of this time.

FIRST CAUSE OF ACTION

Violation of the Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 *et seq.*

(On Behalf of the State of California, Plaintiffs, and the Representative Class)

31. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

32. The PAGA statute authorizes Plaintiffs to recover civil penalties that otherwise would have been “assessed and collected by the Labor and Workforce Development Agency” for violations of the Labor Code through a “civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” Cal. Lab. Code § 2699(a).

33. Plaintiffs are “aggrieved employee[s]” under PAGA, as they were employed by Defendant during the applicable statutory period and suffered each of the wage and hour violations alleged herein. As such, Plaintiffs seek to recover, on behalf of themselves and all other current and former aggrieved Non-Exempt Employees, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs. As set forth above, this includes seeking penalties for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2698 *et seq.*, and/or violations of Industrial Welfare Commission Wage Order No. 10.

34. Plaintiffs seek to recover the PAGA civil penalties through a representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims is not required, but Plaintiffs may choose to seek certification of the PAGA claims.

35. Plaintiffs have satisfied the requirements for bringing a civil action under PAGA, as set forth in California Labor Code § 2699.3.

36. On August 6, 2020, Plaintiff Earhart sent a notice to the California Labor and Workforce Development Agency (“LWDA”) indicating his intent to seek penalties under PAGA due to Defendants’ failure to reimburse business expenses, failure to provide overtime and minimum wages, failure to provide meal and rest breaks, failure to provide accurate wage statements, and failure to provide all earned wages timely and upon discharge on August 6, 2020. To date, Plaintiff Earhart has not received any response from the LWDA.

37. On May 20, 2021, Plaintiff Earhart sent an amended notice to the LWDA adding

1 additional violations of California law for which he intended to seek penalties under PAGA. To date,
2 Plaintiff Earhart has not received any response from the LWDA to his amended notice.

3 38. Under PAGA, Plaintiff Earhart and the State of California are entitled to recover the
4 maximum civil penalties permitted by law for the violations of the California Labor Code and IWC Order
5 No. 4-2001 alleged herein.

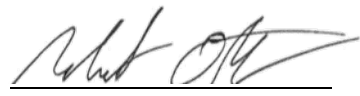
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs, on behalf of themselves and all similarly situated persons, pray for
8 relief as follows:

- 9 A. Designation of Plaintiffs as Representatives of the Representative Class;
10 B. An award of civil penalties pursuant to PAGA;
11 C. Pre-judgment and post-judgment interest, as provided by law;
12 D. Attorneys' fees and costs of action incurred herein, including any expert fees; and
13 E. Such other injunctive and equitable relief as the Court may deem just and proper.
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15 Dated: October 6, 2021

Respectfully submitted,

16
17 By: 

18 Robert Ottinger

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