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12 *Maria Ibarra, Aggrieved Employees of*
13 *Defendants, for the State of California's Labor*
and Workforce Development Agency on Behalf of
All Aggrieved Employees of Defendants

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16 MARGARITA GUARDADO and MARIA
17 IBARRA, Aggrieved Employees of
18 Defendants, for the State of California's Labor
and Workforce Development Agency on
Behalf of All Aggrieved Employees of
Defendants,

19 Plaintiff,

20 v.

21 LANCE CAMPER MFG. CORP., a
22 California Corporation; and DOES 1 through
23 100, Inclusive,

24 Defendants.
25
26
27
28

Case No. **21STCV34677**

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

1 Plaintiffs MARGARITA GUARDADO and MARIA IBARRA (“Plaintiffs”) who are
2 aggrieved employees of Defendant LANCE CAMPER MFG. CORP (“Lance Camper”) and
3 DOES 1 through 100, inclusive (“Defendants”), bring this representative action as proxy for the
4 State of California’s Labor and Workforce Development Agency (“LWDA”) on behalf of all
5 current and former aggrieved employees of Defendants in California, hereby allege the following
6 facts and claims against Defendants, and respectfully request civil penalties, all other available
7 relief, and a trial by jury of all issues and causes of action so triable.

8 **I. INTRODUCTION**

9 1. Plaintiffs bring this representative action as proxies for the State of California’s
10 LWDA against Defendants for civil penalties pursuant to California’s Private Attorneys General
11 Act of 2004 (hereinafter, “PAGA”), Labor Code section 2698, *et seq.*, resulting from Defendants’
12 violations of “wage and hour” laws protective of Defendants’ aggrieved employees under the
13 California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders. PAGA
14 permits an aggrieved employee to bring a representative action as the State’s designated proxy on
15 behalf of themselves and all other current and former non-exempt aggrieved employees of an
16 employer to recover civil penalties for violation of California’s Labor Code.

17 2. Defendants’ systemic pattern of Labor Code and IWC Wage Order violations
18 toward Plaintiffs and other current and former aggrieved employees of Defendants in California
19 include, but are not limited to their:

- 20 a. Failure to pay all vested vacation time upon termination or resignation in
21 violation of Labor Code section 227.3; and
22 b. Failure to maintain workplace temperatures that provide reasonable comfort in
23 violation of Labor Code sections 1198 and 6720 and section 15 of the
24 applicable IWC Wage Order.

25 3. Pursuant to PAGA, Plaintiffs bring this representative action as proxy of the
26 LWDA against Defendants, on behalf of themselves and all other aggrieved employees of
27 Defendants in California, seeking to recover civil penalties, costs and attorney’s fees, and all other
28 available relief for Defendants’ violations of the Labor Code, as alleged herein.

II. PARTIES

4. Plaintiff MARGARITA GUARDADO is an individual over the age of eighteen (18), and is now and/or at all times mentioned in this Complaint a California citizen residing in Los Angeles County, California. From approximately 2014 through March of 2020, Plaintiff worked for Defendants as an hourly paid, non-exempt employee in the upholstery department at Defendants' Lancaster, California facility. At all times herein, Plaintiff was and is an "employee" as that term is used in the Labor Code and IWC Wage Orders regulating wages, hours, and working conditions.

5. Plaintiff MARIA IBARRA is an individual over the age of eighteen (18), and is now and/or at all times mentioned in this Complaint a California citizen residing in Los Angeles County, California. From approximately September 21, 2015 through February of 2020, Plaintiff worked for Defendants as an hourly paid, non-exempt assembler at Defendants' Lancaster, California facility. At all times herein, Plaintiff was and is an "employee" as that term is used in the Labor Code and IWC Wage Orders regulating wages, hours, and working conditions.

6. Defendant LANCE CAMPER MFG. CORP ("Lance Camper") is a California corporation headquartered in Lancaster, California, and is registered with the California Secretary of State to do business within California. Lance Camper, at all relevant times herein has conducted business within California, and is the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California as camper manufacturing company. On information and belief, Lance Camper's principle place of business is, as listed on the California Secretary of State's website, 43120 Venture St, Lancaster, California 93535. Defendant Lance Camper is an "employer" as the term is used in the Labor Code and IWC Wage Orders.

7. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on information and belief now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California, including Los Angeles County, and each of the fictitiously named Defendants is responsible for the conduct alleged in this Complaint. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such

1 fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will seek leave of court
2 to amend this Complaint to allege such names and capacities as soon as they are ascertained.

3 8. Defendants, and each of them, are now and/or at all times mentioned in this
4 Complaint were in some manner legally responsible for the events, happenings and circumstances
5 alleged in this Complaint.

6 9. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
7 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

8 10. Defendants, and each of them, are now and/or at all times mentioned herein were
9 the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing
10 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this
11 Complaint were acting within the course and scope of that agency, servitude and/or employment.

12 11. Defendants, and each of them, are now and/or at all times mentioned in this
13 Complaint were members of and/or engaged in a joint venture, partnership and common
14 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
15 partnership and common enterprise.

16 12. Defendants, and each of them, at all times mentioned in this Complaint concurred
17 and contributed to the various acts and omissions of each and every one of the other Defendants in
18 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

19 13. Defendants, and each of them, at all times mentioned in this Complaint approved
20 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
21 this Complaint.

22 14. Defendants, and each of them, at all times mentioned in this Complaint aided and
23 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
24 causing the damages alleged in this Complaint.

25 **III. JURISDICTION AND VENUE**

26 15. The California Superior Court has jurisdiction in this matter pursuant to California
27 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all
28 causes except those given by statute to other trial courts.” The statutes under which this action is

1 brought do not specify any other specific basis for jurisdiction.

2 16. The California Superior Court also has jurisdiction in this matter because both the
3 individual and aggregate monetary damages and restitution sought herein exceed the minimal
4 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

5 17. The California Superior Court also has jurisdiction over Defendants because they are
6 corporations and/or entities and/or persons with sufficient minimum contacts in California, are
7 citizens of California, or otherwise intentionally availed themselves of the California market so as to
8 render the exercise of jurisdiction over them by the California courts consistent with traditional
9 notions of fair play and substantial justice.

10 18. Venue is proper in the Superior Court of California, County of Los Angeles pursuant
11 to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that
12 liability arose there because at least some of the acts and omissions that are the subject matter of this
13 Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts
14 business, exists, and/or has an agent therein.

15 **IV. FACTUAL ALLEGATIONS**

16 19. During the applicable statutory period, Defendants employed Plaintiff Guardado as
17 non-exempt employee in the upholstery department at Lance Camper's Lancaster, California
18 location in from approximately 2014 through March of 2020.

19 20. During the applicable statutory period, Defendants employed Plaintiff Ibarra as a
20 non-exempt assembler at Lance Camper's Lancaster, California location in from approximately
21 September 21, 2015 through February of 2020.

22 21. During the relevant statutory period, Plaintiffs accrued vacation time throughout
23 their employment pursuant to their employment contracts and/or Defendants' policies, but
24 Defendants failed to properly compensate them for all vested vacation time earned at the correct
25 accrual rates in accordance with their employment contracts and/or Defendants' policies in
26 violation of Labor Code section 227.3.

27 22. During the relevant statutory period, Defendants maintained work places for
28 Plaintiffs where excessive heat and humidity were created by the work process and exacerbated by

1 the high desert location of the Lance Camper facility that Plaintiffs worked and failed to take all
2 feasible means to reduce the excessive heat and humidity to a degree providing reasonable
3 comfort. Similarly, during Plaintiffs' employment, the nature of the employment required a
4 temperature of less than 60° F, yet a heated room was not provided to where Plaintiffs could retire
5 to for warmth.

6 **V. GENERAL ALLEGATIONS**

7 23. Plaintiffs and all other aggrieved employees are current and former non-exempt
8 employees of Defendants that work or worked at Defendants' retail stores in California as non-
9 exempt employees during the statutory period.

10 24. During the relevant statutory period, Plaintiffs and aggrieved employees accrued
11 vacation time throughout their employment pursuant to their employment contracts and/or
12 Defendants' policies, but Defendants failed to properly compensate them for all vested vacation
13 time earned at the correct accrual rates in accordance with their employment contracts and/or
14 Defendants' policies in violation of Labor Code section 227.3.

15 25. During the relevant statutory period, Defendants maintained work places for
16 Plaintiffs and aggrieved employees where excessive heat and humidity were created by the work
17 process and exacerbated by the high desert location of the Lance Camper facility that Plaintiffs
18 and aggrieved employees worked and failed to take all feasible means to reduce the excessive heat
19 and humidity to a degree providing reasonable comfort. Similarly, during Plaintiffs' and aggrieved
20 employees' employment, the nature of the employment required a temperature of less than 60° F,
21 yet a heated room was not provided to where Plaintiffs and aggrieved employees could retire to for
22 warmth.

23 **VI. FIRST CAUSE OF ACTION**

24 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

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

26 26. Plaintiffs incorporate by reference and reallege each and every one of the
27 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
28 forth herein.

27. Pursuant to Labor Code section 2698, *et seq.*, Plaintiffs seeks to recover all applicable civil penalties, reasonable attorneys’ fees and costs, and all other available relief permitted under the PAGA through a representative action on behalf of the State of California’s LWDA for all aggrieved employees, including themselves, that work or worked for Defendants during the relevant time period.

28. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative action is not subject to the formalities required of a class action and class certification of PAGA claims is not required.

29. Plaintiffs are “aggrieved employee(s)” of Defendants within the meaning of Labor Code section 2699(c) because they were employed by Defendants during the applicable statutory period¹ and suffered one or more of the Labor Code violations, as alleged herein.

30. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil penalties recovered by aggrieved employees shall be distributed to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%) shall be distributed to the aggrieved employees.

31. Plaintiffs’ representative action alleges violations of certain Labor Code sections that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a) applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

32. On July 6, 2021 Plaintiff Guardado complied with Labor Code section 2699.3(a) by electronically filing written notice with the LWDA and serving written notice, via certified mail, upon Defendants regarding the specific provisions of the Labor Code alleged to have been violated

¹ The statute of limitations period for this action has been tolled Emergency Rule 9(a), as amended on or about 5/29/20, states: “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory Committee Comment for Emergency Rule 9 provides: “Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action.” Emergency Rule 9 stopped the running of the statute of limitations in this matter from April 6, 2020 to October 1, 2020. The time between April 6, 2020 and October 1, 2020 is 178 days. Consequently, because Emergency Rule 9 tolled the statute of limitations for Plaintiffs’ claims for 178 days, this tolled interval was tacked onto the end of the limitations period and extended the time for Plaintiffs to file his action by 178 days.

1 by Defendants and Plaintiff Guardado's intent to pursue civil penalties against Defendants on
2 behalf of herself and all other aggrieved employees pursuant to PAGA. Attached hereto as
3 **Exhibit A** is a true and correct copy of Plaintiff Guardado's notice letter. Plaintiff Guardado also
4 paid the filing fee to the LWDA.

5 33. On June 15, 2021 Plaintiff Ibarra complied with Labor Code section 2699.3(a) by
6 electronically filing written notice with the LWDA and serving written notice, via certified mail,
7 upon Defendants regarding the specific provisions of the Labor Code alleged to have been violated
8 by Defendants and Plaintiff Ibarra's intent to pursue civil penalties against Defendants on behalf
9 of herself and all other aggrieved employees pursuant to PAGA. Attached hereto as **Exhibit B** is
10 a true and correct copy of Plaintiff Ibarra's notice letter. Plaintiff Ibarra also paid the filing fee to
11 the LWDA.

12 34. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
13 notify the employer and the aggrieved employee or representative by certified mail that it does not
14 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
15 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
16 of the postmark date of the notice given... the aggrieved employee may commence a civil action
17 pursuant to Section 2699." Sixty-five calendar days have passed since Plaintiffs served notice
18 upon the LWDA and Defendants, and the LWDA did not provide notice of its intent to investigate
19 Plaintiffs' claims. Accordingly, Plaintiffs exhausted their obligation to provide administrative
20 notice and is authorized to commence this representative action seeking civil penalties on behalf of
21 all aggrieved employees of Defendants.

22 35. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
23 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
24 divisions, commissions, boards, agencies or employees for violation of the code may, as an
25 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
26 herself and other current or former employees pursuant to the procedures specified in Labor Code
27 section 2699.3.

28 36. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for

1 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
2 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
3 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
4 subsequent violation.

5 37. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs, on behalf of the State
6 of California's LWDA for all aggrieved employees of Defendants, seek applicable civil penalties
7 for violations of Labor Codes sections 227.3, and 1198 during the statutory period, as set forth
8 below.

9 38. For violations of Labor Code sections 227.3 and 1198, Labor Code section
10 2699(f)(2) imposes a civil penalty of one hundred dollars (\$100) for each aggrieved employee per
11 pay period for each initial violation and two hundred dollars (\$200) for each aggrieved employee
12 per pay period for each subsequent violation.

13 39. Defendants violated Labor Code section 227.3 by failing to pay all aggrieved
14 employees, including Plaintiffs, all vested and unused vacation pay earned upon resignation,
15 termination, or other separation of employment. Pursuant to *Suastez v. Plastic Dress-Up, Co.*
16 (1982) 31 Cal.3d. 774 and Labor Code section 227.3, a proportionate right to vacation pay vests
17 on a *pro rata* basis as an employee renders labor and vested vacation pay and other similar forms
18 of paid time off are considered wages that cannot be subject to forfeiture without compensation for
19 forfeited days at the applicable rates required by law. Thus, pursuant to Labor Code section
20 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
21 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
22 each aggrieved employee per pay period for each subsequent violation.

23 40. Labor Code section 1198 states, in pertinent part, "The employment of any
24 employee... under conditions of labor prohibited by the [Wage Order] is unlawful." Section 15 of
25 the applicable Wage Order provides in relevant part that:

26 (A) The temperature maintained in each work area shall provide
27 reasonable comfort consistent with industry-wide standards for the
nature of the process and the work performed.

28 (B) If excessive heat or humidity is created by the work process,
the employer shall take all feasible means to reduce such excessive

1 heat or humidity to a degree providing reasonable comfort. Where
2 the nature of the employment requires a temperature of less than 60°
3 F., a heated room shall be provided to which employees may retire
4 for warmth, and such room shall be maintained at not less than 68°.

(C) A temperature of not less than 68° shall be maintained in the
toilet rooms, resting rooms, and change rooms during hours of use.

5 41. Labor Code section 6720 provides in relevant part that “[b]y January 1, 2019, [the
6 California Division of Occupational Safety and Health (“Cal/OSHA”)] shall propose to the
7 standards board for the board’s review and adoption a standard that minimizes heat-related illness
8 and injury among workers working in indoor places of employment. The standard shall be based
9 on environmental temperatures, work activity levels, and other factors.”

10 42. Defendants violated Labor Code section 1198 and 6720 and section 15 of the
11 applicable Wage Order because it maintained work places for Plaintiffs and aggrieved employees
12 where excessive heat and humidity were created by the work process and exacerbated by the high
13 desert location of the Lance Camper facility that Plaintiffs and aggrieved employees worked and
14 failed to take all feasible means to reduce the excessive heat and humidity to a degree providing
15 reasonable comfort. Similarly, during Plaintiffs’ and aggrieved employees’ employment, the
16 nature of the employment required a temperature of less than 60° F, yet a heated room was not
17 provided to where Plaintiffs and aggrieved employees could retire to for warmth. Thus pursuant to
18 Labor Code section 2699(f)(2), Defendants are subject to a civil penalty in the amount of one
19 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
20 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
21 violation.

22 **VII. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 24 a. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
- 25 b. For civil penalties under Labor Code section 2699(f), for Labor Code violations
26 without a specific civil penalty, in the amount of one hundred dollars (\$100) for each aggrieved
27 employee per pay period for each initial violation and two hundred dollars (\$200) for each
28 aggrieved employee per pay period for each subsequent violation;

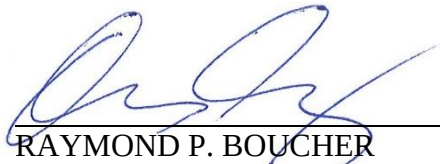
1 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
2 section 2699(g)(1), or other applicable laws;

3 d. For pre-judgment and post-judgment interest as provided by law; and
4 For such additional relief as this Court may deem just and proper.
5

6 DATED: September 20, 2021

BOUCHER LLP

7
8 By:


9 RAYMOND P. BOUCHER
10 SHEHNAZ M. BHUJWALA
11 ALEXANDER GAMEZ

12 *Attorneys for Plaintiff Margarita Guardado and*
13 *Maria Ibarra, Aggrieved Employees of*
14 *Defendants, for the State of California's Labor*
15 *and Workforce Development Agency on Behalf of*
16 *All Aggrieved Employees of Defendants*
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DEMAND FOR JURY TRIAL

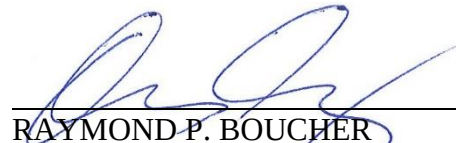
Plaintiffs hereby demand a trial by jury of all claims alleged in Plaintiffs' Complaint to the fullest extent authorized by law.

DATED: September 20, 2021

Respectfully submitted,

BOUCHER LLP

By:



RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
ALEXANDER GAMEZ

*Attorneys for Plaintiff Margarita Guardado and
Maria Ibarra, Aggrieved Employees of
Defendants, for the State of California's Labor
and Workforce Development Agency on Behalf of
All Aggrieved Employees of Defendants*

EXHIBIT A

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July 6, 2021

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Lance Camper Mfg. Corp.
c/o Agent for Service of Process
C T Corporation Service Company
Attn: Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203

REV Group, Inc.
REV Ambulance Group Orlando, Inc.
REV Recreation Group Inc. D/B/A Midwest Automotive Designs
REV Recreation Group, Inc.
c/o Agent for Service of Process
C T Corporation Service Company
Attn: Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203

Re: *Guardado v. Lance Camper Mfg. Corp., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 ("PAGA" or "the Act") (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Ms. Margarita Guardado as proxy for the Labor and Workforce Development Agency ("LWDA") on behalf of all non-exempt aggrieved employees employed by Lance Camper Mfg. Corp ("Lance Camper") and REV Group, Inc., REV Ambulance Group Orlando, Inc., REV Recreation Group Inc. D/B/A Midwest Automotive

Designs, REV Recreation Group, Inc. (collectively, “REV”) in California during the statutory period, against Lance Camper and REV.

Lance Camper is truck camper manufacturing company headquartered in Lancaster, California. Ms. Guardado was employed as a non-exempt employee in the upholstery department at Lance Camper’s Lancaster, California location in from approximately 2014 through March of 2020. Pursuant to California law, Lance Camper has at all relevant times been Ms. Guardado’s employer during the statutory period. On information and belief, REV is the parent company of Lance Camper. REV maintains corporate offices in Wisconsin, Indiana, and Florida, and on information and belief has at all relevant times been Ms. Guardado’s employer during the statutory period.

In her representative action, Ms. Guardado will seek civil penalties pursuant to PAGA as a result of Lance Camper and REV’s failure to: (1) pay all vested vacation time (Lab. Code § 227.3); (2) maintain workplace temperatures that provide reasonable comfort (Lab. Code §§ 1198, 6720); (3) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (4) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY ALL ACCRUED VACATION TIME

(Labor Code § 227.3)

Labor Code section 227.3 prohibits employers from subjecting vacation pay to unpaid forfeiture and requires an employer who has a policy that provides for vacation pay to pay its terminated employees for all of their vested and unused vacation pay.

Pursuant to the California Supreme Court’s decision in *Suastez v. Plastic Dress-Up, Co.*, (1982) 31 Cal.3d. 774 and Labor Code section 227.3, vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law. Furthermore, *Suastez* holds that a proportionate right to vacation pay vests on a pro rata basis as the employee renders labor. *Id.*

Upon information and belief, Ms. Guardado and aggrieved employees accrued vacation time throughout their employment pursuant to their employment contracts and/or Lance Camper and REV’s policies, but Lance Camper and REV failed to properly compensate them for all vested vacation time earned at the correct accrual rates in accordance with their employment contracts and/or Lance Camper and REV’s policies in violation of Labor Code section 227.3.

Accordingly, Ms. Guardado, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO MAINTAIN REASONABLE WORKPLACE TEMPERATURES
(Labor Code §§ 1198, 6720, and 2699)

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

Section 15 of the applicable Wage Order provides in relevant part that:

- (A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.
- (B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.
- (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

Labor Code section 6720 provides in relevant part that “[b]y January 1, 2019, [the California Division of Occupational Safety and Health (“Cal/OSHA”)] shall propose to the standards board for the board's review and adoption a standard that minimizes heat-related illness and injury among workers working in indoor places of employment. The standard shall be based on environmental temperatures, work activity levels, and other factors.”

Upon information and belief, during Ms. Guardado’s employment, Lance Camper and REV maintained work places for Ms. Guardado and aggrieved employees where excessive heat and humidity were created by the work process and exacerbated by the high desert location of the Lance Camper facility that Ms. Guardado and aggrieved employees worked and failed to take all feasible means to reduce the excessive heat and humidity to a degree providing reasonable comfort. Similarly, during Ms. Guardado’s employment, the nature of the employment required a temperature of less than 60° F, yet a heated room was not provided to where she and aggrieved employees could retire to for warmth.

Accordingly, Ms. Guardado, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (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 pay; (7) the name of the employee and 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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Ms. Guardado and aggrieved employees were and continue to be furnished with inaccurate itemized wage statements during the statutory period. As a result of the alleged violations discussed above, Lance Camper and REV furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Ms. Guardado on behalf of herself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, Lance Camper and REV willfully failed and fails to provide aggrieved employees all wages due and owed upon separation of employment. By furnishing aggrieved employees with a final check that failed to include all earned vacation time – as described above, Lance Camper and REV violated Labor Code sections 201 or 202.

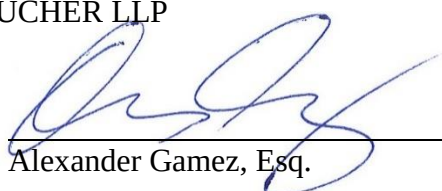
Accordingly, Ms. Guardado on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Guardado's employment with Lance Camper and REV, and Ms. Guardado's confirmation of Lance Camper and REV's unlawful practices and policies. As a result of the foregoing violations, Ms. Guardado is entitled to file a Complaint and invoke the protections of the Act. Ms. Guardado has placed Lance Camper and REV on notice by mailing a certified copy of this notice to their corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: 

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cc via email:
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EXHIBIT B

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June 15, 2021

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Lance Camper Mfg. Corp.
c/o Agent for Service of Process
C T Corporation Service Company
Attn: Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203

REV Group, Inc.
REV Ambulance Group Orlando, Inc.
REV Recreation Group Inc. D/B/A Midwest Automotive Designs
REV Recreation Group, Inc.
c/o Agent for Service of Process
C T Corporation Service Company
Attn: Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203

Re: *Ibarra v. Lance Camper Mfg. Corp., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 ("PAGA" or "the Act") (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Ms. Maria Ibarra as proxy for the Labor and Workforce Development Agency ("LWDA") on behalf of all non-exempt aggrieved employees employed by Lance Camper Mfg. Corp. ("Lance Camper") and REV Group, Inc., REV Ambulance Group Orlando, Inc., REV Recreation Group Inc. D/B/A Midwest Automotive Designs, REV

Recreation Group, Inc. (collectively, “REV”) in California during the statutory period, against Lance Camper and REV.

Lance Camper is truck camper manufacturing company headquartered in Lancaster, California. Ms. Ibarra was employed as a non-exempt assembler at Lance Camper’s Lancaster, California location in from approximately September 21, 2015 through February of 2020. Pursuant to California law, Lance Camper has at all relevant times been Ms. Ibarra’s employer during the statutory period. On information and belief, REV is the parent company of Lance Camper. REV maintains corporate offices in Wisconsin, Indiana, and Florida, and on information and belief has at all relevant times been Ms. Ibarra’s employer during the statutory period.

In his representative action, Ms. Ibarra will seek civil penalties pursuant to PAGA as a result of Lance Camper and REV’s failure to: (1) compensate for all hours worked (Lab. Code §§ 204, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (4) pay all accrued vacation time (Lab. Code § 227.3); (5) maintain workplace temperatures that provide reasonable comfort (Lab. Code §§ 1198, 6720); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

Labor Code section 1194(a) states, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1197 states, in pertinent part, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

In relevant part, Section 4 of the applicable Wage Order states that, “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

In conjunction, the provisions of the applicable Wage Order and Labor Code require employers to pay non-exempt employees no less than their agreed upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Upon information and belief, during Ms. Ibarra’s employment, Lance Camper and REV failed and fails to compensate her and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to Lance Camper and REV’s policy and practice of rounding the time worked by non-exempt employees in Lance Camper and REV’s favor such that Ms. Ibarra and other non-exempt employees were not paid for all time actually worked.

Accordingly, Ms. Ibarra, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, “An 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... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the 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. An “on-duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer’s regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, Lance Camper and REV failed and fails to provide Ms. Ibarra and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, Ms. Ibarra often had to take short and late meal periods.

Accordingly, Ms. Ibarra, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the “Rest Periods” Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
- (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 compensations for each workday that the rest period is not provided.

Upon information and belief, Lance Camper and REV’s policies and practices failed and fails to provide Ms. Ibarra and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. Ms. Ibarra and other employees typically worked and work eight hours per day, and Lance Camper and REV’s policies and practices routinely prevented and prevent them from taking the off-duty ten-minute rest breaks they are entitled to by making Ms. Ibarra and other aggrieved employees either miss their rest periods altogether, work through their rest periods, take untimely rest periods, or take shortened rest periods. For example, upon

information and belief, Ms. Ibarra and other aggrieved employees were informed they would have one rest period of 15 minutes and a second for 10 minutes per 8 hour shift. However, the time for them to walk from their designated work location to the break area cut into their break time thereby rendering their rest periods shorter than 10 minutes.

Accordingly, Ms. Ibarra, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PAY ALL ACCRUED VACATION TIME

(Labor Code § 227.3)

Labor Code section 227.3 prohibits employers from subjecting vacation pay to unpaid forfeiture and requires an employer who has a policy that provides for vacation pay to pay its terminated employees for all of their vested and unused vacation pay.

Pursuant to the California Supreme Court's decision in *Suastez v. Plastic Dress-Up, Co.*, (1982) 31 Cal.3d. 774 and Labor Code section 227.3, vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law. Furthermore, *Suastez* holds that a proportionate right to vacation pay vests on a pro rata basis as the employee renders labor. *Id.*

Upon information and belief, Ms. Ibarra and aggrieved employees accrued vacation time throughout their employment pursuant to their employment contracts and/or Lance Camper and REV's policies, but Lance Camper and REV failed to properly compensate them for all vested vacation time earned at the correct accrual rates in accordance with their employment contracts and/or Lance Camper and REV's policies in violation of Labor Code section 227.3. Further, Ms. Ibarra's last day of work was approximately March 20, 2020 and didn't receive her "final pay" of vacation until approximately June 13, 2020.

Accordingly, Ms. Ibarra, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO MAINTAIN REASONABLE WORKPLACE TEMPERATURES

(Labor Code §§ 1198, 6720, and 2699)

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

Section 15 of the applicable Wage Order provides in relevant part that:

- (A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.
- (B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.
- (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

Labor Code section 6720 provides in relevant part that “[b]y January 1, 2019, [the California Division of Occupational Safety and Health (“Cal/OSHA”)] shall propose to the standards board for the board's review and adoption a standard that minimizes heat-related illness and injury among workers working in indoor places of employment. The standard shall be based on environmental temperatures, work activity levels, and other factors.”

Upon information and belief, during Ms. Ibarra’s employment, Lance Camper and REV maintained work places for Ms. Ibarra and aggrieved employees where excessive heat and humidity were created by the work process and exacerbated by the high desert location of the Lance Camper facility that Ms. Ibarra and aggrieved employees worked and failed to take all feasible means to reduce the excessive heat and humidity to a degree providing reasonable comfort. Similarly, during Ms. Ibarra’s employment, the nature of the employment required a temperature of less than 60° F, yet a heated room was not provided to where she and aggrieved employees could retire to for warmth.

Accordingly, Ms. Ibarra, on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (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 pay; (7) the name of the employee and 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 (9) all

applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Ms. Ibarra and aggrieved employees were and continue to be furnished with inaccurate itemized wage statements during the statutory period. As a result of the alleged violations discussed above, Lance Camper and REV furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Ms. Ibarra on behalf of herself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, Lance Camper and REV willfully failed and fails to provide aggrieved employees all wages due and owed upon separation of employment. By furnishing aggrieved employees with a final check that failed to include all earned and owed wages and meal and rest period premiums – as described above, Lance Camper and REV violated Labor Code sections 201 or 202. Additionally, upon information and belief, Lance Camper and REV failed to provide Ms. Ibarra with her final paycheck in a timely manner. For example, Ms. Ibarra’s last day of work was approximately March 20, 2020 and didn’t receive her “final pay” of vacation until approximately June 13, 2020.

Accordingly, Ms. Ibarra on behalf of herself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE

ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

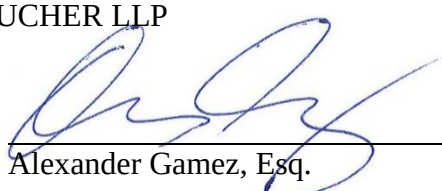
As set forth above, Lance Camper and REV failed to pay all overtime compensation and provide Ms. Ibarra and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Ms. Ibarra, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Ibarra's employment with Lance Camper and REV, including timesheets, pay summaries, and Ms. Ibarra's confirmation of Lance Camper and REV's unlawful practices and policies. As a result of the foregoing violations, Ms. Ibarra is entitled to file a Complaint and invoke the protections of the Act. Ms. Ibarra has placed Lance Camper and REV on notice by mailing a certified copy of this notice to their corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: 

Alexander Gamez, Esq.

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