

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF EL DORADO**

CHRISTOPHER HAMILTON, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

HEAVENLY VALLEY, LIMITED
PARTNERSHIP, a Nevada limited
partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **SC20210148** **FAX**

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATION OF LABOR CODE § 2698,
ET SEQ**

DEMAND OVER \$25,000.00

FILED

AUG 09 2021

EL DORADO CO. SUPERIOR COURT
BY **W. Warden**
(DEPUTY CLERK)

Assigned to Judge
MICHAEL J. McLAUGHLIN

AUG 09 2021

FOR ALL PURPOSES

1 Plaintiff Christopher Hamilton (“Plaintiff”) hereby submits this Representative
2 Complaint (“Complaint”) against Defendant Heavenly Valley, Limited Partnership and Does 1
3 through 50 (collectively, “Defendants”), on behalf of himself and other aggrieved employees of
4 Defendants, for penalties pursuant to the Private Attorneys General Act (“PAGA”) for
5 Defendant’s violations of the California Labor Code, as follows:

6 **INTRODUCTION**

7 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
8 203, 226, 226.7, 512, 2802, and 2698, et seq., and the applicable Wage Orders of the California
9 Industrial Welfare Commission (“IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide off-duty meal and rest breaks,
15 reimburse business expenses, provide accurate itemized wage statements, and pay all wages
16 owed upon separation of employment to Plaintiff and the Aggrieved Employees.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 have engaged in, among other things a system of willful violations of the California Labor Code
19 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
20 customs that knowingly deny employees the above stated rights and benefits.

21 5. The policies, practices and customs of Defendants described above and below
22 have resulted in unjust enrichment of Defendants and an unfair business advantage over
23 businesses that routinely adhere to the strictures of the California Labor Code.

24 **JURISDICTION AND VENUE**

25 6. The Court has jurisdiction over the violations of the California Labor Code
26 §§ 201-203, 226, 226.7, 512, 2802, and 2698, et seq., and the applicable Wage Orders.

27 7. Venue is proper in El Dorado County because Plaintiff worked for Defendants in
28 South Lake Tahoe, California.

PARTIES

8. Plaintiff was employed by Defendants as an hourly, non-exempt employee from about November 2019 until about February 9, 2021. Plaintiff worked at multiple ski resorts owned and operated by Defendants. Beginning in about November 2020, Plaintiff began working at Heavenly Mountain Resort in South Lake Tahoe. Plaintiff initially worked in guest services, then was later transferred to lift services.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 512, 2802, and 2698, et seq., and the applicable IWC Wage Orders.

10. Plaintiff is informed and believes, and based thereon alleges, that Heavenly Valley, Limited Partnership was and is a Nevada limited partnership that operates ski resorts in the State of California, including in El Dorado County, California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,

1 and each of them, were the agents, servants, and employees of each of the other defendants, as
2 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
3 course and scope of said agency and employment.

4 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
6 joint venturer of, or working in concert with each of the other co-Defendants and was acting
7 within the course and scope of such agency, employment, joint venture, or concerted activity. To
8 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
9 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
10 Defendants.

11 15. At all times herein mentioned, Defendants, and each of them, were members of,
12 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
13 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

14 16. At all times herein mentioned, the acts and omissions of various Defendants, and
15 each of them, concurred and contributed to the various acts and omissions of each and all of the
16 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
17 herein mentioned, Defendants, and each of them, ratified each and every act or omission
18 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
19 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
20 damages as herein alleged.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 2698 ET SEQ.**

23 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

24 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
25 though fully set forth herein.

26 18. Plaintiff brings this cause of action for violation of PAGA as a proxy for the State
27 of California and in this capacity, will seek penalties on behalf of all Aggrieved Employees from
28 June 2, 2020, through the present, for Defendants' violations of Labor Code, arising from

Defendants' failure to provide duty-free 10-minute rest periods for every 4 hours worked, failure to provide a duty-free 30-minute meal period within the first 5 hours of work for shifts in excess of 5 hours, failure to reimburse costs incurred in performing jobs, failure to pay all meal period premiums upon separation of employment due to the underpaid wages.

19. On or about June 2, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-203, 226, 226.7, 512, 2802 pursuant to PAGA. As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate the violations provided for in the written notice. In addition to the LWDA, Plaintiff also sent his written notice to Defendants via certified mail according to Labor Code § 2699.3.

20. As such, pursuant to Labor Code § 2699(a), Plaintiff will seek recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 226, 226.7, 512, and 2802 for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

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

1. Upon the First Cause of Action, for penalties pursuant to California Labor Code § 2698 et seq., 226.3, and for costs and attorneys' fees;

2. On all causes of action for attorneys' fees and costs as provided by California Labor Code § 2699 and Code of Civil Procedure § 1021.5; and

3. For such other and further relief that the Court may deem just and proper.

DATED: August 6, 2021

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff and the Aggrieved Employees