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March 24, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801
 Oakland, CA 94612

*Sent via U.S. Certified Mail and Email to: losthills@koa.com, questions@koa.net, feedback@koa.net,
koa@camp.koa.com*

Human Resources Administrator
KAMPGROUND OF LOST HILLS, LLC.
 148331 Warren Street,
 Lost Hills, California 93249
 Tracking: 9589 0710 5270 0609 0554 08

Kiran Patel - Agent for Service of Process
KAMPGROUND OF LOST HILLS, LLC.
 1880 Main Street,
 Cambria, California 93428
 Tracking: 9589 0710 5270 0609 0553 92

**Re: Private Attorneys General Act ("PAGA") Notice Letter of Elvira Olivos on
 Behalf of Herself and Aggrieved Employees Under California Labor Code
 Section 2699.3**

Dear Sir/Madam:

We represent Elvira Olivos against Defendant Kampground of Lost Hills, LLC ("Kampground" or "Defendants") in a lawsuit soon to be filed against Defendant in Kern County Superior Court (the "Action"). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

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Kampground of Lost Hills, LLC.
March 24, 2025

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks pursuant to Lab. Code § 226.7(b); (5) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802; and (6) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5 due to Defendant's practices and policies.

Please feel free to contact us with any questions.

Very truly yours,

AKHAVAN & ASSOCIATES

A handwritten signature in cursive script, appearing to read "B. Akhavan".

BARDIA A. AKHAVAN, ESQ.

Bardia@baalaw.com

Enclosures: Exhibit A – PAGA Complaint

EXHIBIT A

1 Bardia Aaron Akhavan, Esq. (SBN. 316493)
Bardia@baalaw.com
2 **AKHAVAN & ASSOCIATES**
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4

5 Attorney for Plaintiff and the Aggrieved
Employees
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KERN**
10

11 **Elvira Olivos**, individually and on behalf of
12 all similarly situated individuals,

13 Plaintiff,

14 v.

15 **Kampground of Lost Hills, LLC**, a
16 California Corporation; **Kiran Patel**, an
17 individual; and **Does 1-10**, inclusive;

18 Defendants.
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CASE NO.

REPRESENTATIVE COMPLAINT FOR:

**1) PAGA Penalties (Labor Code §§ 2698,
et seq.)**

1 Plaintiff Elvira Olivos, by and through her counsel of record allege as follows:

2 **THE PARTIES**

3 1. Plaintiff **Elvira Olivos** (“Plaintiff”) is a resident of the County of Kern County in
4 the State of California. Ms. Olivos was employed by Defendants as an hourly, non-exempt
5 employee of Defendants from in or around 2021 to in or around July 2024.

6 2. Defendant **Kampground of Lost Hills, LLC** (“Kampground”) is a California
7 corporation with its principal place of business at 148331 Warren Street, Lost Hills, California
8 93249. Upon information and belief, the Kampground employs at least 80 employees.

9 3. Defendant **Kiran Patel** (“Mr. Patel”) is an individual who, on information and
10 belief, resides in the County of Kern County. Upon information and belief, Mr. Patel is the Chief
11 Executive Officer of Kampground. Per Labor Code § 558.1, since Mr. Patel is a managing agent,
12 director, and/or officer of Kampground and, upon information and belief, as he caused or directed
13 the acts described herein, he is personally liable for the penalties sought under PAGA for predicate
14 violations of the Labor Code asserted herein.

15 4. The true names and capacities of the defendants named herein as Does 1 through 10,
16 inclusive (together with Kampground and Mr. Patel, “Defendants”), are unknown to Plaintiff at this
17 time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California
18 Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a
19 California resident and/or does substantial business in the State of California. At all relevant times,
20 Does 1 through 10 were acting within the course and scope of their employment and agency with
21 Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the
22 injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through
23 10’s true names and capacities when they have been determined.

24 5. Except as otherwise noted herein, Defendants participated in the acts alleged herein
25 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
26 relevant to this complaint, Defendants were acting within the course, scope, and authority of their
27 agency and employment such that the acts of one defendant are legally attributable to the other
28 Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and

1 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
2 conditions of Defendants' hourly non-exempt employees.

3 **JURISDICTION AND VENUE**

4 6. The court has jurisdiction over all causes of action in this complaint pursuant to
5 Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies
6 solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil
7 Procedure, and the Business & Professions Code.

8 7. Venue as to Defendants is proper in this Superior Court pursuant to California Code
9 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and
10 similarly situated employees within and throughout Kern County.

11 **GENERAL ALLEGATIONS**

12 8. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
13 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code §
14 226.7. Upon information and belief, Aggrieved Employees, including Plaintiff, were required to
15 skip or interrupt their meal and/or rest periods to continue working otherwise interrupt or cut short
16 their meal and/or rest periods, or remain on duty and under Defendants' control during their meal
17 and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and
18 practices, including their scheduling and staffing practices and policies.

19 9. Accordingly, Defendants failed to authorize and permit compliant meal periods as
20 required by law.

21 10. In the same manner, and as a matter of uniform and systemic policy, Defendant
22 requires non-exempt employees to continue working during their rest periods to continue working,
23 answering phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and
24 under Defendants' control during their rest periods to perform other tasks at Defendants' directions
25 due to Defendants' policies and practices, including their scheduling and staffing practices and
26 policies.

27 11. Accordingly, Defendants failed to authorize and permit compliant rest periods as
28 required by law.

12. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

13. Defendants further failed to compensate employees for all time worked time when employees were forced to interrupt and/or work through their meal periods but were clocked out under Defendants' time-keeping system (and therefore treated as not working). This resulted in employees being denied both straight time and overtime pay, where applicable, for the time during which they were on call or under Defendants' control despite being off the clock for timekeeping purposes.

14. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and believe, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

15. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

16. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as she was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

1 17. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved
2 Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil
3 penalties for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3, 226.7,
4 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, and 1401 as described herein, plus
5 attorneys' fees and costs.

6 18. Entitlement to Penalties. Under the California Private Attorneys General Act
7 ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action
8 as a private attorney general, on behalf of herself and other current or former employees, against
9 whom a violation of the same provision(s) was committed, as well as the general public, to recover
10 penalties for an employer's violations of the Labor Code and IWC Wage Orders within one year of
11 filing a notice to the Labor and Workforce Development Agency.

12 19. These penalties shall be allocated sixty-five percent to the Labor and Workforce
13 Development Agency and thirty-five percent to the aggrieved employees.

14 20. These penalties may be "stacked" separately for each of Defendants' violations of
15 the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g.,*
16 *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June
17 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at
18 *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

19 21. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires
20 employers to compensate employees for all time that an employee is "suffered or permitted to
21 work," which includes all time "when any employer 'directs, commands or restrains' an employee."
22 *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

23 22. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all
24 hours worked because Defendants had a policy and/or practice whereby they required and/or
25 pressured Aggrieved Employees to work under Defendants' control while off-the-clock, including
26 but not limited to forcing or requiring Aggrieved Employees to work while they were clocked out
27 for their meal periods.

28 23. Defendants further failed to pay Plaintiff and Aggrieved Employees any wages for

1 time engaged in this off-the-clock work.

2 24. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide
3 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-
4 one-half or two-times that person's regular rate of pay, depending on the number of hours worked
5 by the person on a daily or weekly basis.

6 25. Plaintiff and Aggrieved Employees who work more than eight hours in a day or
7 more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all
8 hours worked in excess of eight hours in a day or more than forty hours in a workweek. An
9 employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of,
10 the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v.*
11 *Dart Container Corp.*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

12 26. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all
13 of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in
14 excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty
15 hours in a week.

16 27. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and
17 1198 provide that no employer shall require an employee to work during any meal period mandated
18 by an applicable order of the IWC. "An off-duty meal period, therefore, is one in which the
19 employee is relieved of all duty during the 30-minute meal period . . . an employer's obligation is
20 to provide an off-duty meal period: an uninterrupted 30-minute period during which the employee
21 is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

22 28. Defendants' policies and practices served to deprive the Aggrieved Employees of
23 legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

24 29. Upon information and belief, employees were required to skip breaks, interrupt their
25 breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants'
26 policies and practices.

27 30. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198
28 provide that no employer shall require an employee to work during any rest or meal period

1 mandated by an applicable order of the IWC.

2 31. Employers must authorize and permit employees to be relieved of all duty during
3 their rest and meal periods: “A rest period, in short, must be a period of rest.”¹ *Augustus v. ABM*
4 *Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

5 32. On information and belief, Defendants failed to authorize or permit all required
6 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip
7 rest periods, interrupt rest periods, or work through rest periods.

8 33. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226
9 requires employers to furnish employees with an accurate, itemized statement in writing showing,
10 among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-
11 paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of
12 the period for which the employee is paid; (6) the name of the employee and the last four digits of
13 her or her social security number; (7) the name and address of the legal entity that is the employer;
14 and (8) all applicable hourly rates in effect during the pay period and the corresponding number of
15 hours worked at each hourly rate by the employee.

16 34. At all times relevant to this complaint, Defendants’ failure to pay premium wages
17 for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees’ wage
18 statements inaccurately reflected gross and net wages earned. Defendants’ failure to compensate all
19 hours worked, earned premium pay, and/or all required overtime hours and rates further left the
20 wage statements they provided to employees to be inaccurate.

21 35. Defendants have also failed to keep accurate payroll records for Plaintiff and
22 Aggrieved Employees in accordance with Labor Code § 1174. Defendants’ failure to keep and
23 maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff
24 and Aggrieved Employees’ ability to calculate unpaid wages earned.

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27 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Depart-
28 ment of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at*
https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the
work premises during my rest period? A. No, your employer cannot impose any restraints not in-
herent in the rest period requirement itself.”)

36. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiffs and Aggrieved Employees.

37. Procedural Requirements Met. On March 24, 2025, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On May 28, 2025, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

38. Plaintiff—as a representative of the People of the State of California—is entitled to seek any and all penalties otherwise capable of being collected by the Labor Commission or Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through this Action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- A. For civil penalties under PAGA to be determined by trial;
- B. For pre- and post-judgment interest as allowed;
- C. For preliminary and permanent injunctive relief;
- D. For reasonable attorney's fees and costs and expert fees and costs; and
- E. For such other relief as this Court deems just and proper.

Dated: March 24, 2025

Respectfully submitted,

AKHAVAN & ASSOCIATES

By:
Bardia Akhavan
Attorneys for Plaintiff