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8 Attorneys for Plaintiff Courtland Llauger,
9 on behalf of himself and all “aggrieved employees”
10 pursuant to Labor Code § 2698 *et seq.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**

13 COURTLAND LLAUGER, on behalf of
14 himself and all “aggrieved employees”
15 pursuant to Labor Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 LIGHT ON MARKETING, LLC, a Wyoming
19 limited liability company, d/b/a TIMESHARE
20 CONTRACT RESOLUTION, RICH FOLK,
21 an individual, WILLIAM WILSON, an
22 individual, and DOES 1 through 10, inclusive,

23 Defendants.

CASE NO: 30-2025-01504232-CU-OE-NJC

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,
227.3, 246, 510, 512, 1174, 1174.5, 1175, AND
1194 AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 226.3 AND 558**

Assigned for All Purposes

Judge Donald F. Gaffney

1 Plaintiff COURTLAND LLAUGER (“Plaintiff”), on behalf of himself and others as an
2 “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of
3 LIGHT ON MARKETING, LLC, a Wyoming limited liability company, d/b/a TIMESHARE
4 CONTRACT RESOLUTION, RICH FOLK, an individual, WILLIAM WILSON, an individual, and
5 any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other California employees paid on a commission-only basis who currently work or
10 formerly worked for Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay all minimum wages and overtime wages as required by
16 California law. Plaintiff and Aggrieved Employees were presumably classified as overtime-
17 exempt inside salespersons. Under California law, an inside salesperson is exempt from
18 overtime pay if more than half of the employee’s pay is from commissions, so long as the
19 hourly earnings are more than 1.5 times the minimum wage. Cal. Code Regs., tit. 8, § 11070,
20 subd. 3(D). However, Plaintiff and Aggrieved Employees earned commissions only that were
21 calculated as a percentage of their sales. Frequently, however, Plaintiff’s and Aggrieved
22 Employees’ aggregate commissions were less than 1.5 times the applicable minimum wage
23 per pay period, and often did not satisfy the requirements of this exception, and were therefore
24 denied all minimum and overtime wages due. As a result, Plaintiff and Aggrieved Employees
25 were not properly compensated for all minimum wages and overtime wages for work
26 performed in excess of eight (8) hours in a workday and work performed in excess of forty
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1 (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of
2 pay, in violation of Labor Code §§ 510, 558, and 1194;

3 b. Failing to pay Plaintiff and some Aggrieved Employees for time when they
4 were working, but cannot earn commission or piece rate, including, but not limited to, training
5 new hires, managing the floor of telemarketers, and rest periods. When employees are paid on
6 a commission or piece rate basis, they must be paid separately for non-commission associated
7 activities, such as administrative tasks and wait time between sales. *See Gonzalez v.*
8 *Downtown LA Motors* (2013) 215 Cal.App.4th 36, 47 (“[t]he obligation to pay minimum
9 wages attaches to each and every separate hour worked during the payroll period, and that
10 payment must be made for all such hours on the established payday...”); *Vaquero v.*
11 *Stoneledge Furniture LLC*, (Cal. Ct. App., Feb. 28, 2017, No. B269657) 2017 WL 770635
12 (holding that commission-based employees must be separately compensated for all non-
13 productive time.). Plaintiff and Aggrieved Employees were not paid separately for such tasks
14 and, thus, were denied the minimum and overtime wages due for certain portions of their
15 workday. These failures to pay all wages constitute violations of Labor Code §§ 510, 558,
16 and 1194;

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18 c. Failing to properly compute bonuses, commission wages, and/or other non-
19 base hourly wages earned by Plaintiff and Aggrieved Employees into their regular rate of pay
20 for purposes of paying them meal and rest period premiums, overtime wages, vacation wages,
21 and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510,
22 512, 558, and 1194. Defendants paid Plaintiff and other Aggrieved Employees commission
23 wages only; however, Defendants failed to properly blend these wages, and instead paid
24 Plaintiff and other Aggrieved Employees meal and rest period premiums, overtime wages,
25 vacation wages, and sick pay wages based *only* on the base hourly rate of pay, if at all, thus
26 depriving Plaintiff and other Aggrieved Employees of all meal and rest period premiums,
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1 overtime wages, vacation wages, and sick pay wages earned. This violates Labor Code §§
2 226.7, 227.3, 246, 510, 512, 558, and 1194;

3 d. Failing to pay correct premium wages to Plaintiff and other Aggrieved
4 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
5 Order No. 4-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a
6 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
7 paid premium wages of one hour's pay for each missed rest period. Plaintiff and other
8 Aggrieved Employees were frequently too busy to take an off-duty rest period, and no rest
9 period premiums were paid in lieu thereof. Defendants also separately failed to compensate
10 on-duty rest periods, as discussed above, and therefore were not paid all minimum and
11 applicable overtime wages due. This violates Labor Code §§ 226.7, 510, 1194, and 1194.2
12 and IWC Wage Order No. 4-2001;

14 e. Failing to pay correct premium wages to Plaintiff and other Aggrieved
15 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
16 and 558 and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were
17 routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal
18 period for every shift worked that exceeded ten hours, but were not paid premium wages of
19 one hour's pay for each missed first or second meal period. When they were able to take a
20 meal period, they were oftentimes late, cut short, or on-duty. Defendants also failed to retain
21 accurate records in accordance with Labor Code §§ 1174, 1174.5, and 1175, including for
22 Plaintiff's Aggrieved Employees' start and end times for meal periods. This violates Labor
23 Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, and 1194.2 and IWC Wage Order
24 4-2001;

26 f. Failing to provide Plaintiff and all other Aggrieved Employees with wage
27 statements that fully and accurately itemized the requirements set forth in Labor Code §
28 226(a). Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above.

As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3; and

g. Failing to pay Plaintiff and Aggrieved Employees all wages due, including all accrued, but unused vacation wages, at the separation of their employment based on the time frames required by Labor Code §§ 201-202 and 227.3. As stated above, Plaintiff and Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and 227.3 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants

3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose throughout California, including in Orange County.

III.

PARTIES

A. Plaintiff

5. Plaintiff COURTLAND LLAUGER was employed by Defendants from May 2017 through May 2025 as a non-exempt employee in Orange County, California.

B. Defendants

6. Defendant LIGHT ON MARKETING, LLC is a Wyoming limited liability company, doing business as TIMESHARE CONTRACT RESOLUTION, that employed Plaintiff and Aggrieved Employees in Orange County, California.

1 7. Defendant RICH FOLK is an individual that employed Plaintiff and Aggrieved
2 Employees in Orange County, California. Defendant RICH FOLK is either an owner, director, officer,
3 and/or managing agent of the other Defendants, who violated, or caused violations of, California wage
4 and hour laws, RICH FOLK is personally liable for the violations alleged herein pursuant to Labor
5 Code section 558.1. Additionally, as an owner, director, officer, and/or managing agent of the other
6 Defendants, who directly and/or indirectly, or through an agent or some other person, engaged,
7 suffered, and/or permitted Plaintiff to work and exercised control over Plaintiff's wages, hours, and
8 working conditions, RICH FOLK is personally liable for the violations alleged herein pursuant to
9 *Martinez v. Combs* (2010) 49 Cal.4th 35.

10 8. Defendant WILLIAM WILSON is an individual that employed Plaintiff and
11 Aggrieved Employees in Orange County, California. Defendant WILLIAM WILSON is either an
12 owner, director, officer, and/or managing agent of the other Defendants, who violated, or caused
13 violations of, California wage and hour laws, WILLIAM WILSON is personally liable for the
14 violations alleged herein pursuant to Labor Code section 558.1. Additionally, as an owner, director,
15 officer, and/or managing agent of the other Defendants, who directly and/or indirectly, or through an
16 agent or some other person, engaged, suffered, and/or permitted Plaintiff to work and exercised
17 control over Plaintiff's wages, hours, and working conditions, WILLIAM WILSON is personally
18 liable for the violations alleged herein pursuant to *Martinez v. Combs* (2010) 49 Cal.4th 35.

19 9. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of Defendants sued herein as DOES 1 to 10, inclusive, were currently unknown to Plaintiff, who
21 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
22 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
23 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
24 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
25 designated hereinafter as DOES when such identities become known.

26 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
27 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
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1 business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally
2 attributable to the other Defendants.

3 11. The Defendants named herein as DOE 1 through DOE 10 were and were persons
4 acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or
5 more provisions of the California Labor Code as alleged herein.

6 **IV.**

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
10 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
11 **LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1175, AND 1194**
12 **AND PURSUANT TO LABOR CODE § 2699(a)**
13 **FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

14 12. Plaintiff incorporates paragraphs 1 through 11 of this Complaint as though fully set
15 forth herein.

16 13. As a result of the acts alleged above, including the Labor Code violations set forth in
17 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

18 14. For each such violation, Plaintiff and all other Aggrieved Employees were entitled to
19 civil penalties subject to the following formula:

- 20 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
21 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3,
22 246, 510, 512, 1174, 1174.5, 1175, and 1194; and
23 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
24 Code §§ 226.3 and 558.

25 15. Civil penalties recovered will be allocated 65% to the Labor and Workforce
26 Development Agency, and 35% to the affected employees.

27 16. On May 29, 2025, Plaintiff sent a letter, by online submission to the LWDA and by
28 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the

1 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
2 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
3 calendar days of May 29, 2025. Plaintiff may therefore commence this action to seek civil penalties
4 pursuant to Labor Code § 2698 *et seq.*

5 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
6 described below.

7 V.

8 **RELIEF REQUESTED**

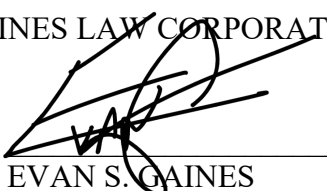
9 WHEREFORE, Plaintiff prays for the following relief:

- 10 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
11 Aggrieved Employees;
12 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
13 and other applicable law;
14 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
15 applicable law; and
16 4. Such other and further relief as this Court may deem just and proper.

17 Dated: August 7, 2025

Respectfully submitted,

18 GAINES LAW CORPORATION

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20 By: 
21 EVAN S. GAINES
22 Attorneys for Plaintiff
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