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Attorneys for Plaintiff,
SEAN HARRINGTON, and the Putative Class
and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

SEAN HARRINGTON, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

SANTIAGO ISLAND VILLAGE, a California Limited Partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01494638-CU-OE-CXC

FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT FOR:

1. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194);
2. Failure to Provide Meal Periods (Lab. Code § 512);
3. Failure to Provide Rest Periods (Lab. Code § 226.7);
4. Failure to Timely Pay Wages When Due (Lab. Code § 204);
5. Failure to Pay All Wages Due Upon Separation (Lab. Code §§ 201–203);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
7. Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq*.); and
8. Violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq*.

Demand for Jury Trial
[UNLIMITED JURISDICTION]

COMES NOW Plaintiff SEAN HARRINGTON ("Plaintiff"), on behalf of himself and all others similarly situated, and hereby brings this First Amended Representative Action Complaint on behalf of himself and all other aggrieved employees against Defendant SANTIAGO ISLAND VILLAGE, and DOES 1 through 10 ("Defendants"), inclusive, and alleges as follows:

INTRODUCTION

1. This is a class action brought under California Code of Civil Procedure Section 382 seeking recovery of unpaid wages, unpaid overtime compensation, meal and rest-period premium pay, statutory penalties, restitution, interest, equitable relief, and reasonable attorneys' fees and costs. The claims arise under California Labor Code ("Labor Code") sections 201–204, 226, 226.7, 510, 512, and 1194, as well as California's Unfair Competition Law ("UCL"), Business and Professions Code sections 17200, *et seq*.

2. This is also a representative action complaint under the Private Attorneys General Act ("PAGA") of 2004, Labor Code sections 2698, *et seq.*

3. Plaintiff seeks to represent all current and former hourly, non-exempt employees whom Defendants employed in California at any time during the four years preceding the filing of this Complaint through judgment (the "Class Period") (collectively, "Class Members"). As alleged herein, Defendants have implemented and maintained uniform, company-wide policies and practices that violate California wage and hour and unfair competition statutes.

4. During the Class Period, Defendants failed to authorize and permit Plaintiff and Class Members to take all timely, duty-free meal periods. They failed to pay the one-hour premium for each workday in which a compliant meal period was not provided, in violation of Labor Code sections 226.7 and 512.

5. Defendants also failed to authorize and permit paid, duty-free rest periods for Plaintiff and Class Members. They failed to pay premium wages for missed or on-duty rest periods, in violation of Labor Code section 226.7.

6. Plaintiff and Class Members regularly worked overtime hours, but Defendants failed to pay all overtime wages due at the required overtime rate, in violation of Labor Code sections 510 and 1194.

7. Additionally, Defendants failed to timely pay wages to Plaintiff and Class Members during their employment as required by Labor Code section 204. They failed to pay all wages due upon separation of employment, in violation of Labor Code sections 201–203.

8. At all relevant times, Defendants knowingly and intentionally failed to provide Plaintiff and Class Members with accurate, itemized wage statements reflecting all hours worked, applicable rates of pay, and earned wages, in violation of Labor Code section 226.

9. The above-described violations constitute unlawful, unfair, and fraudulent business acts and practices under the UCL, Business and Professions Code sections 17200, *et seq*., entitling Plaintiff and Class Members to restitution, injunctive relief, and all other legal and equitable remedies.

THE PARTIES

10. Plaintiff is, and at all relevant times herein has been, an individual residing in Orange County, California.

11. Plaintiff is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant SANTIAGO ISLAND VILLAGE, was a California Limited Partnership, doing business in Orange County, California.

12. Defendants were Plaintiff's employer at all times relevant hereto.

13. Plaintiff is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

14. The true names and capacities, whether a corporation, agent, individual, or otherwise, of DOES 1 through 10, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries

and damages to Plaintiff as alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

15. At all times mentioned here, DOES 1 through 10 were the agents, representatives, employees, successors, and/or assigns of Defendants and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

16. Plaintiff is informed and believes that at all relevant times herein mentioned Defendant and/or DOES 1 through 10, 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 Defendant's business in California, Defendants are subject to the Labor and Business and Professions Code.

JURISDICTION AND VENUE

17. This Court has subject-matter jurisdiction over Plaintiff's and Class Members' claims because they arise under California Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1194, and California's Unfair Competition Law ("UCL"), Business and Professions Code sections 17200, *et seq*.

18. Pursuant to Code of Civil Procedure section 395(a), venue is proper in the above-entitled Court because the majority of all facts giving rise to the causes of action stated herein arose in Orange County, California. Plaintiff worked in Orange County, California, and Plaintiff is informed and believes that records relevant to this action are maintained in Orange County, California.

19. Plaintiff is informed and believes that Defendants, and each of them, committed other wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct discovery to identify said wrongful acts and will seek leave of the Court to amend this Complaint to add said acts upon discovery.

20. As a Representative Action under the PAGA, this matter is not subject to removal under 28 U.S.C. sections 1322(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

21. At all relevant times, Plaintiff and other aggrieved employees worked for Defendants in California, and Defendants conducted business in California.

FACTS COMMON TO ALL CAUSES OF ACTION

22. On August 31, 2014, Plaintiff began employment with Defendants as a full-time, hourly, non-exempt General Maintenance employee at a residential property managed by Defendants.

23. Plaintiff's duties included landscaping, plumbing and sewer repairs, facility upkeep, coordination of third-party contractors, and general property maintenance, all performed on Defendants' 23-acre worksite. Plaintiff worked continuously at this location from August 31, 2014, through April 15, 2025, and was paid an hourly wage of $18.00 for all regular hours worked.

24. During his tenure, Defendants employed approximately 100 workers at the subject property, making them subject to all statutory requirements for overtime, wage statements, timely payment, meal and rest periods, and unfair business practices under Labor Code sections 510, 1194, 512, 226.7, 204, 201–203, 226, and Business and Professions Code sections 17200, *et seq*.

25. Prior to any adverse employment actions by Defendants, Plaintiff consistently fulfilled all assigned responsibilities in a satisfactory manner. Plaintiff met or exceeded all performance metrics established by Defendants, received no written warnings or formal discipline, and was regularly entrusted with critical facility management and maintenance projects.

26. Between August 31, 2014, and 2021, Defendants regularly scheduled Plaintiff and Class Members to work more than eight hours per workday and more than forty hours per workweek. Plaintiff and Class Members often worked twelve-hour shifts on Saturdays from 8:00 a.m. to 8:00 p.m. Payroll and timekeeping practices implemented by Defendants required Plaintiff and Class Members to record only eight hours of work for such shifts, omitting all additional overtime hours.

27. Defendants did not utilize a clock-in or clock-out system; instead, they relied on paper timesheets, which failed to accurately document all hours worked. As a direct result, Defendants did not pay Plaintiff and Class Members overtime compensation for all hours worked in excess of eight per day or forty per week, contrary to the requirements of Labor Code sections 510 and 1194.

28. Beginning in February 2025, Defendants substantially reduced the maintenance workforce at the property from three employees to one. Plaintiff became solely responsible for all maintenance operations, significantly increasing his workload. Following this reduction, Plaintiff and Class Members was required to work through his meal periods and was unable to take uninterrupted

thirty-minute meal breaks on multiple workdays. Defendants did not relieve Plaintiff and Class Members of duties during those periods or provide coverage. They did not pay Plaintiff and Class Members the additional one hour of premium pay mandated by Labor Code section 512 for each day on which a compliant meal period was not provided.

29. During the same period, Plaintiff and Class Members were not authorized or permitted to take the required paid rest periods of ten minutes for every four hours worked. Plaintiff and Class Members regularly worked entire shifts without the opportunity to take a single duty-free rest break. Defendants did not pay Plaintiff and Class Members the premium wage required under Labor Code section 226.7 for each workday in which Plaintiff and Class Members were denied a compliant rest period.

30. Throughout Plaintiff's employment, Defendants failed to establish or maintain an accurate and reliable timekeeping system. Defendants did not implement a clock-in or clock-out mechanism. They required Plaintiff and Class Members to complete paper timesheets, which frequently lacked verification and failed to record all hours actually worked. As a result, Defendants did not timely pay Plaintiff and Class Members all earned wages during regular pay periods as required by Labor Code section 204.

31. On April 15, 2025, Defendants ended Plaintiff's employment. Plaintiff did not submit a written or verbal resignation. On that date, Plaintiff's supervisor demanded Plaintiff surrender his keys and remove his personal belongings, terminating Plaintiff's employment immediately. Defendants failed to pay Plaintiff all wages due at the time of separation as required by Labor Code sections 201–203, including compensation for all regular and overtime hours, accrued but unpaid wages, and meal and rest period premiums owed.

32. At all times relevant to Plaintiff's employment, Defendants failed to provide Plaintiff and Class Members with accurate, itemized wage statements reflecting all hours worked, hourly rates, gross and net wages, and other information required by Labor Code section 226. Wage statements issued to Plaintiff and Class Members consistently omitted overtime hours, failed to show premium pay for missed meal and rest periods, and did not accurately state total wages earned.

33. The wage-and-hour violations described above formed part of a uniform pattern and practice implemented by Defendants throughout Plaintiff's employment. These business practices,

including failure to pay overtime, denial of meal and rest periods, untimely payment of wages, failure to pay all wages at separation, and provision of inaccurate wage statements, constitute unlawful, unfair, and fraudulent business acts and practices as regulated by Business and Professions Code sections 17200, *et seq*.

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff seeks to represent is defined as: All current and former non-exempt employees of Defendants in California at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is entered in this action (the "Class Period").

31. This action has been brought and may properly be maintained as a class action under California law because there is a well-defined community of interest in the litigation, and the proposed class is readily ascertainable.

32. Numerosity: The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class members has not been determined at this time, Plaintiff is informed and believes that Defendants have employed over 100 employees in California during the Class Period.

33. Commonality: There are questions of law and fact common to the Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, but are not limited to:

a. Whether Defendants failed to provide compliant meal periods to Class members;

b. Whether Defendants failed to provide compliant rest periods to Class members;

c. Whether Defendants paid all wages earned and owing to Class members for all hours worked;

d. Whether Defendants failed to pay overtime wages to Class members for all overtime hours worked;

e. Whether Defendants failed to pay all wages due upon separation to Class members;

f. Whether Defendants failed to provide accurate itemized wage statements to Class members;

g. Whether Defendants' conduct constitutes unfair business practices in violation of Business and Professions Code sections 17200, *et seq*.; and

h. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

34. Typicality: Plaintiff's claims are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes, as alleged herein.

35. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained competent counsel experienced in complex class action litigation and intends to prosecute this action vigorously. Plaintiff has no interests antagonistic to or in conflict with the Class.

36. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impracticable. Furthermore, adjudicating this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudications of the claims asserted herein. There will be no difficulty in managing this action as a class action. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendants.

EXHAUSTION OF PAGA NOTICE REQUIREMENTS

37. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency ("LWDA") in their letter dated May 15, 2025, as required under the California Labor Code Private Attorneys General Act ("PAGA"). A true and correct copy of Plaintiff's letters is attached hereto as **Exhibit A** and is incorporated herein by reference. The LWDA did not assume jurisdiction over the applicable penalty claims alleged. Therefore, Plaintiff has exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

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FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages

(Lab. Code §§ 510, 1194)

(Against All Defendants and DOES 1-10)

38. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

39. At all times herein mentioned, Labor Code sections 510 and 1194 were in full force and effect and were binding on Defendants. These statutes require employers to pay overtime compensation for hours worked beyond eight hours in one workday and forty hours in any workweek.

40. Throughout Plaintiff's employment, Defendants regularly scheduled Plaintiff and Class Members to work more than eight hours per day and more than forty hours per week, including repeated twelve-hour shifts. Still, they required Plaintiff to record only eight hours of work per day on paper timesheets.

41. Defendants did not use a clock-in or clock-out system and failed to maintain accurate records of hours worked.

42. Payroll records and pay practices show that Defendants knowingly failed to pay Plaintiff and Class Members overtime wages for all hours worked beyond the regular schedule, resulting in unpaid overtime throughout Plaintiff’s employment.

43. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered and continue to suffer substantial damages, in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods

(Lab. Code § 512)

(Against All Defendants and DOES 1-10)

44. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

45. At all times herein mentioned, Labor Code section 512 was in full force and effect and was binding on Defendants. This statute requires employers to provide employees with meal periods of at least thirty minutes if they work more than five hours per day.

46. Throughout Plaintiff's employment, Defendants required Plaintiff and Class Members to work shifts exceeding five hours without providing a duty-free meal period of at least thirty minutes. They did not relieve Plaintiff and Class Members of duties or provide coverage so that they could take an uninterrupted break.

47. Defendants did not establish or enforce a policy to ensure Plaintiff and Class Members could take timely meal breaks, and did not track whether such breaks were provided.

48. Key records show that after Defendants reduced the maintenance staff, Plaintiff was the only person available to address all property issues, which made taking a meal break impossible on many workdays.

49. Defendants willfully failed to pay Plaintiff and Class Members an additional hour of pay for each day a compliant meal period was not provided.

50. Defendants' violations of meal period requirements were willful and deliberate, as evidenced by their systematic failure to implement any meal break policies or procedures.

51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in the form of unpaid premium wages for missed meal periods in an amount to be proven at trial.

52. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to recover one additional hour of pay at the regular rate of compensation for each workday that a compliant meal period was not provided.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods

(Lab. Code § 226.7)

(Against All Defendants and DOES 1-10)

53. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

54. At all times herein mentioned, Labor Code section 226.7 was in full force and effect and was binding on Defendants. This statute requires employers to provide employees with rest periods in accordance with applicable wage orders.

55. Throughout Plaintiff's employment, Defendants did not authorize or permit Plaintiff and Class Members to take duty-free rest breaks during shifts longer than four hours. They failed to implement or enforce any policy that allowed Plaintiff and Class Members to take required rest periods.

56. Defendants assigned Plaintiff to continuous maintenance duties without adequate staffing or coverage, making it impossible for him to take any rest breaks.

57. Records of Plaintiff's daily assignments and work logs confirm that Plaintiff and Class Members regularly worked full shifts without a single uninterrupted rest period, and Defendants knowingly did not pay Plaintiff and Class Members premium wages for each day a compliant rest period was not provided.

58. Defendants' violations of rest period requirements were willful and deliberate, as evidenced by their systematic failure to implement any rest break policies or procedures.

59. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in the form of unpaid premium wages for missed rest periods in an amount to be proven at trial.

60. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to recover one additional hour of pay at the regular rate of compensation for each workday that a compliant rest period was not provided.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages When Due

(Lab. Code § 204)

(Against All Defendants and DOES 1-10)

61. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

62. At all times herein mentioned, Labor Code section 204 was in full force and effect and was binding on Defendants. This statute requires employers to pay wages earned according to a regular pay schedule.

63. Throughout Plaintiff's employment, Defendants did not pay Plaintiff and Class Members all wages earned during each pay period on the regular payday because they failed to track all hours accurately worked and overtime, and regularly omitted payment for overtime hours and premium wages for missed meal and rest periods.

64. Defendants knowingly relied on incomplete paper timesheets and did not correct payroll errors despite having information about Plaintiff's and Class Members' actual work schedule, resulting in Plaintiff receiving less than his full earned wages on scheduled paydays.

65. Defendants' failure to timely pay wages was willful and deliberate.

66. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered and continue to suffer substantial damages, in an amount to be proven at trial.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due Upon Separation

(Lab. Code §§ 201–203)

(Against All Defendants and DOES 1-10)

67. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

68. At all times herein mentioned, Labor Code sections 201 through 203 were in full force and effect and were binding on Defendants. These statutes require employers to pay all wages due immediately upon separation of employment. Labor Code section 203 provides penalties for employers who violate these sections.

69. Throughout Plaintiff's employment, Defendants did not pay Plaintiff all wages earned by the time his employment ended on April 15, 2025, because they failed to include overtime pay, premium wages for missed meal and rest periods, and other earned compensation in his final paycheck.

70. Defendants knew or should have known about these unpaid wages based on Plaintiff's recorded hours and duties, but did not pay the outstanding amounts immediately upon separation.

71. As a result, Plaintiff did not receive all final wages owed at the time his employment was terminated.

72. As a direct and proximate result of Defendants' willful failure to pay wages due upon separation, Plaintiff is entitled to waiting time penalties pursuant to Labor Code section 203, in the amount of thirty days' wages at Plaintiff's regular rate of pay.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Lab. Code § 226)

(Against All Defendants and DOES 1-10)

73. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

74. At all times herein mentioned, Labor Code section 226 was in full force and effect and was binding on Defendants. This statute requires employers to provide accurate, itemized wage statements that contain specified information.

75. Throughout Plaintiff's employment, Defendants failed to provide accurate, itemized wage statements that accurately reflected all hours worked, applicable hourly rates, gross wages earned, net wages earned, all deductions, and other required information.

76. Defendants' failure to provide accurate wage statements was knowing and intentional.

77. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages and are entitled to recover penalties under Labor Code section 226.

SEVENTH CAUSE OF ACTION

Unfair Business Practices

(Bus. & Prof. Code §§ 17200, *et seq*.)

(Against All Defendants and DOES 1-10)

78. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

79. Business and Professions Code sections 17200, *et seq*. prohibit unfair competition, including any unlawful, unfair, or fraudulent business practices.

80. Throughout Plaintiff's employment, Defendants engaged in a consistent course of conduct that included failing to pay Plaintiff and Class Members overtime wages for hours worked beyond regular schedules, denying Plaintiff and Class Members compliant meal and rest breaks without premium pay, failing to provide accurate and timely wage payments, withholding all wages due upon separation, and issuing wage statements that did not accurately reflect hours worked or earned compensation.

81. Defendants knowingly implemented these practices across their operations without establishing or enforcing policies to ensure compliance with wage and hour requirements.

82. These actions constitute unfair business practices in violation of Business and Professions Code sections 17200, *et seq*.

83. As a result of Defendants' unfair business practices, Plaintiff has suffered injury in fact and lost money or property.

84. Pursuant to Business and Professions Code section 17203, Plaintiff seeks restitution of all benefits Defendants have received from their unfair and unlawful business practices.

<u>EIGHTH CAUSE OF ACTION</u>

Violation of the Private Attorneys General Act (PAGA)

(Labor Code §§ 2698 and 2699, *et seq.*)

(Against All Defendants and DOES 1-10)

85. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

86. "Labor Code §§ 2698 and 2699 (The California Private Attorneys General Act of 2004, or "PAGA"), expressly establish that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by The Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of other current or former employees.

87. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees has discretion to assess a civil penalty, a factfinder in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

88. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section 2699(c) because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth in this complaint.

89. Plaintiff seeks to recover civil penalties pursuant to PAGA for the following Labor Code violations:

a. Violation of Labor Code sections 204, 1194, and 226 for failure to timely pay all wages due and owing;

b. Violation of Labor Code sections 510(a), 1194 for failure to pay all overtime and minimum wages;

c. Violation of Labor Code section 512(a) for failure to provide meal periods;

d. Violation of Labor Code section 226.7(a) for failure to provide rest periods;

e. Violation of Labor Code section 226(a) for failure to provide accurate itemized wage statements;

90. Plaintiff asserts his representative claims against Defendants for Defendants' violations of PAGA on behalf of the LWDA and all aggrieved employees, in his capacity as "private attorney general", and seeks all statutory penalties available under the Labor Code.

91. By reason of the above and pursuant to Labor Code section 2699(f)(2), which states that if a civil penalty for a violation is not specifically provided, Plaintiff, on behalf of the LWDA and all aggrieved employees, is entitled to payment of a penalty of $100 per pay period for each employee for the initial violation, and $200 per pay period for each employee for each subsequent violation, plus interest.

92. In addition, Plaintiff, on behalf of the LWDA and all aggrieved employees, seeks and is entitled to have 65% of all recovered penalties and interest allocated to the LWDA and 35% to the aggrieved employees. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any other applicable statutes.

93. Plaintiff complied with the notice requirements of Labor Code section 2699.3(a)(1) prior to commencing this action. A copy of the letters submitted to the California LWDA on May 15, 2025,

via online filing and copied to Defendants' Agent for Service of Process in California on the same date, via certified mail, in accordance with section 2699.3(a)(1).

94. As of today's date, the LWDA has not responded to Plaintiff's written notice.

95. Plaintiff and the aggrieved employees are also entitled to reasonable attorneys' fees and costs, pursuant to California Labor Code section 2699(g)(1).

96. Pursuant to Labor Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

97. The California Supreme Court has held that a Representative Action does not need to meet class certification requirements because it is a state enforcement action. *Arias v. Superior Court*, 46 Cal.4th 969, 970-75 (2009).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. An Order that this action may proceed and be maintained as a Class Action, with the Class and Subclass as designated and defined in this Complaint, and that the Plaintiff and his counsel be certified as representatives and Counsel for the Class and Subclass, respectively;

2. For unpaid wages in an amount according to proof at trial;

3. For unpaid overtime compensation pursuant to Labor Code sections 510 and 1194 in an amount according to proof at trial;

4. For meal- and rest-period premium wages pursuant to Labor Code section 226.7 in an amount according to proof at trial;

5. For statutory penalties pursuant to Labor Code sections 203, 226, 226.3, 226.7, 1198.5, and any others that may be applicable;

6. That this action be maintained as a PAGA Representative Action, and Plaintiff and his counsel be provided with enforcement capability as if the action were brought by the LWDA;

7. For recovery of civil penalties as permitted by Labor Code section 2699, for unpaid daily overtime wages pursuant to Labor Code section 510, according to proof;

8. For recovery of civil penalties as permitted by Labor Code section 2699, for meal period violations pursuant to Labor Code sections 226.7 and 512, according to proof;

9. For recovery of civil penalties as permitted by Labor Code section 2699, for rest period violations pursuant to Labor Code section 226.7, according to proof;

10. For recovery of civil penalties as permitted by Labor Code section 2699, for inaccurate wage statements pursuant to Labor Code section 226(a), according to proof;

11. For recovery of civil penalties as permitted by Labor Code section 2699, for failure to pay all wages due and owing pursuant to Labor Code sections 201-203, according to proof;

12. For all civil penalties to be distributed 65% to the LWDA and 35% to the aggrieved employees, subject to approval by the Court, pursuant to Labor Code section 2699(i);

13. For the Plaintiff to be recognized by the Court as serving as a Representative of the LWDA, that he be deemed an "aggrieved employee," and that he be awarded enhanced compensation for bringing this action should he prevail and provide benefit to the State of California or other "aggrieved employees," subject to the Court's discretion;

14. For compensation for lost employment benefits and other compensation according to proof at trial;

15. For restitution of all benefits Defendants acquired through unfair business practices and for injunctive relief as authorized by Business and Professions Code section 17203;

16. For prejudgment interest pursuant to Civil Code section 3287 and Labor Code section 218.6;

17. For an order requiring Defendants to pay or reimburse all reasonable costs associated with class notice and the administration of any judgment or settlement, subject to Court approval;

18. For a service-enhancement award to Plaintiff, in an amount the Court finds fair and reasonable, to compensate for the time, effort, and risk undertaken in representing the Class;

19. For reasonable attorneys’ fees and litigation expenses, recoverable either under the fee-shifting provisions of Labor Code sections 218.5, 226, 1194, Code of Civil Procedure section 1021.5, and any other applicable statute, or should a common fund or common benefit be created, as a percentage of that fund or benefit, all in amounts to be determined and approved by the Court;

20. For costs of suit incurred herein; and

21. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action and claims to which Plaintiff and Class Members have a right to a jury trial.

DATED: August 7, 2025

LAUREL EMPLOYMENT LAW

____
Joshua I. White, Esq.
Michiko M. Vartanian, Esq.
Attorneys for Plaintiff
SEAN HARRINGTON,
and the Putative Class

EXHIBIT A

Michiko Vartanian, Esq.
michiko@laurelemploymentlaw.com

LAUREL
EMPLOYMENT LAW

May 15, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Santiago Communities, Inc.
326 West Katella, Suite 4-K
Orange, California 92867

Santiago Communities, Inc.
c/o Marla Merhab Robinson (Registered Agent)
1551 North Tustin Avenue, Suite 1020
Santa Ana, California 92705

Re: Notice by Sean Harrington on Behalf of Himself and all Other Aggrieved California Employees of Santiago Communities, Inc. as an individual and a Representative of the State of California

Dear Labor and Workforce Development Agency and Santiago Communities, Inc.:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698, *et seq*., Sean Harrington ("Mr. Harrington" or "Claimant") intends to bring a civil action against Santiago Communities, Inc. ("the Employer"), individually and on behalf of all other aggrieved employees. This letter serves as Claimant's written notice pursuant to Labor Code section 2699.3(a)(1) providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of himself and all other aggrieved employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

Identity of "Employees"

Claimant intends to pursue PAGA civil penalties on their own behalf and on the behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. Said employees are collectively hereinafter referred to as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant) are contained within the personnel records of the Employer.

Identity and Capacity of Employers/Joint Employers

Claimant intends to pursue a PAGA action against Santiago Communities, Inc. and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimant will seek to hold all owners, directors, officers and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code section 558 and/or Labor Code section 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, the Employer operates approximately 60 residential properties throughout California, including Santiago Island Village, a 23-acre residential property managing mobile homes, fifth wheels, and RVs located at 3505 Gateway Road, Bethel Island, CA 94511. The Employer has employed/jointly employed Employees (including Mr. Harrington) to perform work and services in furtherance of their business and joint enterprise interests.

Claimant worked for the Employer from approximately August 31, 2014, through April 15, 2025, as a Maintenance Worker/General Maintenance employee. During his employment, Claimant was classified as a non-exempt hourly employee. The Employer denied Claimant and Aggrieved Employees the rights and protections of the California Labor Code and applicable IWC Wage Order through systematic violations as detailed herein.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and other Aggrieved Employees to policies and practices caused the violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code section 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt aggrieved employees of Employer:

1. Failure to Pay All Wages (Overtime and Minimum Wages);
2. Failure to Provide Meal and Rest Periods;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Maintain Accurate Records;
5. Civil Penalties Under PAGA, Labor Code section 2699, *et seq.*; and
6. Civil Penalties Under Labor Code section 558.1.

The violations of the Employer, thus include, the following:

Failure to Pay All Wages (Overtime and Minimum Wages)

The Employer violated Labor Code sections 218, 500, 510, 1194, 1197, 1198, and the applicable Industrial Welfare Commission Wage Order, sections 3 and 4, by failing to pay Claimant and other Aggrieved Employees at least the minimum wage, and at times, the overtime wage required under the law, including hours worked during meal periods and work performed in excess of 8 hours per workday. Claimant and other Aggrieved Employees regularly worked more than 8 hours per workday without receiving overtime compensation. Claimant and Aggrieved Employees working more than 40 hours in a workweek have not been paid time and one-half.

From 2014 through 2021, Claimant regularly worked 12-hour Saturday shifts from 8:00 AM to 8:00 PM but was required to record only 8 hours instead of the actual 12 hours worked. This resulted in approximately four hours of unpaid overtime per week for seven years. The Employer's practice of requiring employees to record fewer hours than actually worked resulted in systematic underpayment of wages and overtime compensation.

Furthermore, after February 2025, when the maintenance team was reduced from three persons to one, Claimant was required to work through meal periods and rest breaks due to excessive workload, without receiving proper compensation for this time worked. The Employer's failure to pay Claimant and Aggrieved Employees all wages in accordance with the Labor Code has been accomplished by wrongfully failing to include all times worked in calculating wages during each pay period.

The Employer also maintained a complex compensation structure including regular pay, housing credits valued at $11,000 per year ("Free Rent F216"), and additional compensation labeled as "trash comp." This complex structure may have resulted in incorrect calculations of overtime rates by failing to include all forms of non-discretionary compensation in the regular rate of pay for overtime purposes.

The Employer's failure to pay Aggrieved Employees all wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include all the times that Employees worked in calculating Aggrieved Employees' wages during each pay-period that Employees were employed.

Furthermore, under California law, employers are obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer and includes all the time the employee is suffered or permitted to work, whether required to do so. The Employer failed to pay any wages, including overtime and minimum wages for work performed during meal periods.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Meal and Rest Periods

Labor Code section 512(a) states that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Labor Code section 226.7 prohibits employers from requiring employees to work during rest periods and mandates that employers pay premium wages for missed rest breaks. This section works in conjunction with the applicable Industrial Welfare Commission (IWC) Wage Order, section 12, which specifically outlines the requirements for rest periods.

Section 12(A) of the applicable IWC Wage Order requires employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.

Claimant and other Aggrieved Employees have been consistently denied statutory meal and rest period rights while working for the Employer. Specifically, after February 2025, when the maintenance staff was reduced from three persons to one, Claimant was unable to take required

30-minute meal breaks or 10-minute rest breaks due to the excessive workload and continuous nature of maintenance responsibilities. The Employer failed to maintain any proper meal break tracking system and effectively forced employees to work through their breaks due to understaffing and workload demands.

Despite the fact that Claimant and Aggrieved Employees were regularly unable to take legally compliant meal and rest periods, the Employer failed to pay meal and/or rest period premiums for each workday a compliant meal and/or rest period was not provided.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (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 paid; (7) the name of the employee and the last four digits of his or him 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 hourly rate by the employee.

Furthermore, Labor Code section 226(e)(2)(A) states: "An employee is deemed to suffer injury for purposes of this subdivision if the Employer fails to provide a wage statement."

Labor Code section 226.3 imposes an additional civil penalty on the Employers of $250.00 per employee per violation of Labor Code section 226(a) in an initial citation and $1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000, and Claimants are entitled to an award of costs and reasonable attorney's fees.

The Employer violated this requirement by:

1. Failing to accurately record all hours worked, particularly overtime hours
2. Failing to properly document and pay premium wages for missed meal and rest periods

3. Maintaining a complex compensation structure without proper itemization of various forms of compensation
4. Failing to accurately record and pay for all hours worked during meal periods

The wage statements provided to Claimant and Aggrieved Employees failed to accurately reflect all hours worked, all applicable rates of pay, and all wages earned, thereby violating Labor Code section 226(a).

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Accurate Records

Labor Code section 1174(d) requires every person, including Employers, employing labor in the state to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

Labor Code section 1174.5 provides: "Any person employing labor who willfully fails to maintain the records required by subdivision (c) of section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of section 1174, shall be subject to a civil penalty of five hundred dollars ($500)."

Section 7(A) of the applicable IWC Wage Order provides: "Every employer shall keep accurate information with respect to each employee including the following: . . . (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded." Employers failed to accurately record the hours worked and meal periods for Claimant and other non-exempt aggrieved employees.

The Employer violated this requirement through its practice of using paper timesheets without proper verification and requiring employees to record fewer hours than actually worked. The Employer failed to maintain accurate records of:

1. Actual hours worked, particularly during Saturday shifts where 12 hours were worked but only 8 were recorded
2. Meal and rest breaks taken or missed
3. Overtime hours worked

4. Complete compensation details including housing benefits and other forms of compensation

The Employer's failure to maintain accurate records has resulted in systematic underpayment of wages and made it impossible for employees to verify their proper compensation.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Civil Penalties Under PAGA

Labor Code section 2699(f) provides for civil penalties for violations of provisions of the Labor Code for which no civil penalty is specifically provided. These civil penalties are in addition to any other penalties provided by law. The violations detailed above have resulted in substantial underpayment of wages and denial of legally mandated benefits to Claimant and Aggrieved Employees.

Accordingly, Claimant will pursue civil penalties under the PAGA on behalf of himself and all Aggrieved Employees, including recovery of attorney's fees, costs, and civil penalties to the extent permitted by law. Pursuant to Labor Code section 2699(m), Claimant and Aggrieved Employees are entitled to collect 35% of any civil penalties assessed.

Civil Penalties for Violation of the Labor Code and IWC Wage Orders

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work 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 in addition to an amount sufficient to recover underpaid wages, and $100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Labor Code section 558.1(b) expressly defines “other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of $100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and $250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest and Penalties

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*., give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code section 2699(m), aggrieved employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs because of the Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code section 2698, *et seq*. (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

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