Capstone LAW APC

1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

May 7, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/418)

Subject: *Kevin Scott v. Related Management Company, L.P., et al.*

Dear PAGA Administrator:

This office represents Kevin Scott in connection with his claims under the California Labor Code. Mr. Scott was an employee of RELATED MANAGEMENT COMPANY, L.P.; LA VISTA PRESERVATION, L.P.; RCMP, INC.; RCMP IV, INC.; RCMP MANAGEMENT, LLC; RELATED CALIFORNIA RESIDENTIAL, LLC; RELATED DEVELOPMENT COMPANY OF CALIFORNIA, LLC; THE NICHOLAS COMPANY, INC.; and/or THE RELATED COMPANIES OF CALIFORNIA, LLC. For the purpose of this letter, Mr. Scott collectively refers to these entities as "RMC."

The employers may be contacted directly at the addresses below:

RELATED MANAGEMENT COMPANY, L.P.
30 HUDSON YARDS, 72ND FL
NEW YORK, NY10001

LA VISTA PRESERVATION, L.P.
4582 S. ULSTER STREET, STE. 1100
DENVER, CO 80237

LA VISTA PRESERVATION, L.P.
C/O RELATED CO
30 HUDSON YARDS, 72ND FL
NEW YORK, NY10001

RCMP, INC.
30 HUDSON YARDS, 72ND FL
NEW YORK, NY10001

RCMP IV, INC.
30 HUDSON YARDS, 72ND FL
NEW YORK, NY10001

RCMP MANAGEMENT, LLC
30 HUDSON YARDS, 72ND FL
NEW YORK, NY10001

RELATED CALIFORNIA RESIDENTIAL, LLC
18201 VON KARMAN AVENUE, SUITE 900
IRVINE, CA 92612

RELATED DEVELOPMENT COMPANY OF CALIFORNIA, LLC
18201 VON KARMAN AVENUE, SUITE 900
IRVINE, CA 92612

THE NICHOLAS COMPANY, INC.
18201 VON KARMAN AVENUE, SUITE 900
IRVINE, CA 92612

THE RELATED COMPANIES OF CALIFORNIA, LLC
18201 VON KARMAN AVENUE, SUITE 900
IRVINE, CA 92612

Mr. Scott intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Scott seeks relief on behalf of himself, the State of California, and other persons who are or were employed by RMC as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

RMC employed Mr. Scott as an hourly paid, non-exempt employee from approximately March 2022 to November 2024. Mr. Scott worked for RMC as a Maintenance Technician at its La Vista Apartments property located at 3838 Clayton Road in Concord, California. During his employment, Mr. Scott typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of his employment, Mr. Scott was compensated approximately $27.00 per hour. His job duties included, without limitation, repairing plumbing, light electrical work, overseeing and completing work orders, and maintaining the cleanliness of the property.

RMC committed each of the following Labor Code violations against Mr. Scott, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

<u>RMC's Company-Wide and Uniform Payroll and HR Practices</u>

RELATED MANAGEMENT COMPANY, L.P., is a New York limited partnership; LA VISTA PRESERVATION, L.P., is a California limited partnership; RCMP, INC.; RCMP IV, INC.; and THE NICHOLAS COMPANY, INC., are Delaware corporations; RCMP MANAGEMENT, LLC and RELATED CALIFORNIA RESIDENTIAL, LLC, are Delaware limited liability companies; and RELATED DEVELOPMENT COMPANY OF CALIFORNIA, LLC and THE RELATED COMPANIES OF CALIFORNIA, LLC, are California limited liability companies. Together, they are a real estate company that acquires, develops, and manages residential and commercial properties across the United States and California. Upon information and belief, RMC maintains a single, centralized Human Resources (HR) department at its corporate headquarters either in New York, New York or Irvine, California, for all non-exempt, hourly paid employees working for RMC in California, including Mr. Scott and other aggrieved employees. At all relevant times, RMC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Scott and other aggrieved employees, regardless of their location or position.

Upon information and belief, RMC maintains a centralized Payroll department at its corporate headquarters either in New York, New York or Irvine, California, which processes payroll for all non-exempt, hourly paid employees working for RMC in California, including Mr. Scott and other aggrieved employees. Further, RMC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Scott and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment

[1] These facts, theories, and claims are based on Mr. Scott's experience and counsel's review of those records currently available relating to Mr. Scott's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Scott reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

ended. In other words, RMC utilized the same methods and formulas when calculating wages due to Mr. Scott and other aggrieved employees in California.

<u>Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime</u>

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

RMC willfully failed to pay all overtime wages owed to Mr. Scott and other aggrieved employees. During the relevant time period, Mr. Scott and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, upon information and belief, during the relevant period, RMC had a company-wide policy and/or practice of improperly rounding employee clock-in and clock-out times in its timekeeping system to the nearest tenth (0.10) of an hour. RMC's rounding policy resulted in the failure to compensate Mr. Scott and other aggrieved employees fully for all hours worked, causing Mr. Scott and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, RMC's rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Scott and other aggrieved employees. To the extent RMC's rounding policy took away time worked that was eligible for overtime, Mr. Scott and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant time period, RMC had a company-wide "on-call" policy, whereby it required Mr. Scott and other aggrieved employees to work "on-call" or on standby. During an "on-call" shift, Mr. Scott and other aggrieved employees had to be available to work 24 hours per day, seven (7) days per week. RMC maintained a 24-hour resident hotline for after-hours "emergency" requests. While working an "on-call" shift, Mr. Scott and other aggrieved employees were required to respond to calls from management and/or calls made through the 24-hour resident hotline for after-hours "emergency" requests from residents within two (2) hours, and if necessary, report to the property/jobsite to address the emergency maintenance issue in person. While "on-call," Mr. Scott and other aggrieved employees were, in essence, on controlled standby for RMC because they could not use that time freely for their own purposes and were forced to put their lives on hold. For example, Mr. Scott was restricted from traveling, having alcoholic beverages, and/or refrained from making plans altogether while "on-call" because he knew that he had to drop whatever he was doing at a moment's notice if he received a call. RMC failed to pay Mr. Scott and other aggrieved employees for the time they spent waiting for a call from RMC and were unable to use their time for their own purposes.

Moreover, on information and belief, RMC paid Mr. Scott and other aggrieved employees a maximum of two (2) hours for any day they received a call from management and/or residents made through the 24-hour hotline for after-hours emergency maintenance requests to address a maintenance issue when "on-call." However, RMC failed to pay Mr. Scott and other aggrieved employees for the time they spent working in excess of two (2) hours when they received a call from management and/or residents made through the 24-hour hotline to address a maintenance issue, such as the time spent traveling to and from residents' locations and responding to issues in-person. RMC failed to track this time spent working, and Mr. Scott and other aggrieved employees received no compensation for this time.

Third, during the relevant time period, RMC had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Scott and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Mr. Scott and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, on a regular basis, Mr. Scott was required to unlock the leasing office, deactivate the alarm, turn on the lights, and ensure the bathrooms were clean and the heat was turned on—all before he was permitted to clock in for his shift. Additionally, for a period of approximately four (4) months during a patio remodel project, RMC required Mr. Scott to unlock community facilities and allow contractors on-site by 7:00 a.m., despite his scheduled shift not starting until 8:00 a.m., and prohibited him from clocking in during that time. Mr. Scott was similarly required to continue working after clocking out at his scheduled 4:30 p.m. shift end-time in order to escort the contractors out of the apartment community each evening.

Further, RMC expected Mr. Scott and other aggrieved employees to remain available after their scheduled shifts in order to respond to and address in-person requests from residents that were not made through the after-hours emergency hotline. For example, after Mr. Scott had already clocked out at the end of his shift, he was often required to assist residents locked out of their units, or help with plumbing issues or smoke detector malfunctions in residents' units. Because residents made the requests in-person and not through the after-hours emergency hotline, Mr. Scott was not paid whatsoever for attending to these requests. Thus, RMC failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Scott and other aggrieved employees received no compensation for this time.

Additionally, RMC had, and continues to have, a company-wide policy and/or practice requiring Mr. Scott and other aggrieved employees to respond to phone communications from RMC's management before and after their shifts or on their days off. For example, Mr. Scott was often required to answer work-related phone calls from his managers, while off-the-clock, to discuss resident maintenance issues. Thus, RMC failed to track the time Mr. Scott and other aggrieved employees spent working outside of their shifts, and Mr. Scott and other aggrieved employees received no compensation for this time.

Fourth, RMC had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites while assigning heavy workloads. RMC's policies and/or practices resulted in a failure to provide Mr. Scott and other aggrieved employees with adequate meal period coverage, and thus, Mr. Scott and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, RMC systematically, and on a company-wide basis, understaffed its jobsite locations, including by adopting a single-staffing model for some of its positions, such as Maintenance Technician, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. RMC also had a practice of failing to schedule meal periods at all, which further caused Mr. Scott and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, at least twice per week, Mr. Scott's meal periods were interrupted and/or cut short due to the lack of coverage and heavy workload. For instance, Mr. Scott's meal periods were interrupted by RMC's managers demanding he attend to residents' emergency work orders, or to escort third-party vendors onto RMC's premises when they arrived at the premises during his meal periods. RMC did not compensate Mr. Scott and other aggrieved employees for the time they spent working off the clock during an unpaid meal period.

Fifth, because RMC frowned upon employees accruing meal period premiums, RMC's management pressured Mr. Scott and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. For example, at least once per week, Mr. Scott would clock out for his meal period but would work through his unpaid meal period, out of fear of being disciplined by RMC and/or Mr. Scott's supervisor would edit Mr. Scott's meal period times on Mr. Scott's timesheets. Thus, RMC did not record all hours worked during meal periods, and Mr. Scott and other aggrieved employees performed work during meal periods for which they were not paid.

RMC knew or should have known that as a result of these company-wide practices and/or policies, Mr. Scott and other aggrieved employees were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Scott and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Scott and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, RMC did not pay Mr. Scott and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, RMC paid Mr. Scott and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, RMC failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Scott and other aggrieved employees worked overtime and received these other forms of pay, RMC failed to pay all overtime wages by paying a lower overtime rate than required.

For example, RMC paid Mr. Scott and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Scott's and other aggrieved employees' wage statements as "Annual Bonus." During pay periods that Mr. Scott and other aggrieved employees were paid overtime wages, RMC did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Scott's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, RMC paid Mr. Scott and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. RMC's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Scott and other aggrieved employees on a company-wide basis.

RMC's failure to pay Mr. Scott and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked." Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

First, as stated above, upon information and belief, RMC had a company-wide policy and/or practice of rounding Mr. Scott's and other aggrieved employees' hourly clock-in and clock-out times in its timekeeping system to the nearest tenth (.10) of an hour, resulting in the failure to compensate them for all hours worked.

Second, stated, RMC systematically, and on a company-wide basis, required Mr. Scott and other aggrieved employees to work "on-call" shifts during which they had to put their lives on hold and were restricted from using that time freely for their own purposes. Even though Mr. Scott and other aggrieved employees were subject to RMC's control during "on-call" shifts, RMC did not pay Mr. Scott and other aggrieved employees at least minimum wages for all hours that they were suffered or permitted to work.

Third, as also set forth above, as a result of RMC's policy of limiting the amount of overtime employees could accrue, RMC required Mr. Scott and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts, such as unlocking the leasing office, deactivating the alarm, turning on the lights, ensuring the bathrooms were clean and the heat was turned, unlocking community facilities and allowing contractors on-site and escorting them off the premises, assisting residents locked out of their units, helping with plumbing issues or smoke detector malfunctions in residents' units, and responding to phone communications from RMC's management, but they were not permitted to remain clocked in and/or record this time spent working outside of scheduled shifts.

Fourth, as stated above, due to RMC's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads and failing to schedule meal periods, Mr. Scott and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Moreover, as stated, on information and belief, in order to limit meal period premiums that RMC would otherwise owe, RMC pressured Mr. Scott and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, RMC systematically failed to pay Mr. Scott and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

RMC did not pay at least minimum wages for all hours worked by Mr. Scott and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, RMC did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, RMC regularly failed to pay at least minimum wages to Mr. Scott and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

First, during the relevant time period, as stated, RMC had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing its jobsites while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Mr. Scott and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, RMC had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Scott and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, at least twice per week, Mr. Scott's meal periods were interrupted by RMC's managers demanding that he cut his meal periods short to attend to residents' emergency work orders, or to escort third-party vendors on to RMC's premises when they arrived at the premises during his meal periods. As another example, at least twice per month, Mr. Scott took his meal periods late, after having worked in excess of five (5) hours into his shift, due to the lack of coverage available and heavy workload. Thus, Mr. Scott and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as stated, on information and belief, because RMC frowned upon employees accruing meal period premiums, RMC's management pressured Mr. Scott and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by RMC. For example, as stated, at least once per week, Mr. Scott was required to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely, uninterrupted meal periods and/or Mr. Scott's supervisor would edit Mr. Scott's meal period times on Mr. Scott's timesheets, to reflect compliant meal periods.

Third, Mr. Scott and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Scott sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Scott and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Fourth, RMC had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. RMC took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, RMC's "Waiver of Need to Authorize Certain Unpaid Meal Breaks" forms require employees to provide advanced written notice should they wish to revoke the waivers. RMC's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke waivers by providing advanced written notice, discouraged and impeded Mr. Scott and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That RMC required Mr. Scott and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because RMC's obligation to provide Mr. Scott and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, RMC knew or should have known that, as a result of these policies, Mr. Scott and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. RMC further knew or should have known that RMC did not pay Mr. Scott and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late. Further, to the extent that RMC's rounding policy reported that Mr. Scott and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Scott and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Furthermore, RMC engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Scott and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that RMC did pay Mr. Scott and other aggrieved employees premium pay for missed, late, and interrupted meal periods, RMC did not pay Mr. Scott and other aggrieved employees at the correct rate of pay for premiums because RMC systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, RMC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

<u>Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods</u>

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc*., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, RMC regularly failed to authorize and permit Mr. Scott and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, RMC's company-wide policies and/or practices, including understaffing/single-staffing and assigning heavy workloads, prevented Mr. Scott and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. RMC also failed to schedule rest periods, which, coupled with RMC's failure to provide adequate rest period coverage, further led to Mr. Scott and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, RMC maintained a company-wide on-premises rest period policy, which effectively required that Mr. Scott and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Scott and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, RMC effectively maintained control over Mr. Scott and other aggrieved employees during rest periods.

As a result of RMC's practices and policies, Mr. Scott and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Scott had to forgo his rest periods altogether due to the heavy workload and lack of rest period coverage.

RMC also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Scott and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that RMC did pay Mr. Scott and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, RMC did not pay Mr. Scott and other aggrieved employees at the correct rate of pay for premiums because RMC failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, RMC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. RMC has not provided Mr. Scott and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover 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 to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, RMC has knowingly and intentionally provided Mr. Scott and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RMC issued uniform wage statements to Mr. Scott and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, RMC violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because RMC did not accurately record the time Mr. Scott and other aggrieved employees spent working off-the-clock, improperly rounded Mr. Scott's and other aggrieved employees' total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), RMC did not list the correct amount of gross wages and net wages earned by Mr. Scott and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, RMC failed to accurately list the total number of hours worked by Mr. Scott and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because RMC did not calculate Mr. Scott's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, RMC did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, RMC failed to list the correct amount of net wages in violation of section 226(a)(5). RMC also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[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 . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), RMC willfully failed to maintain accurate payroll records for Mr. Scott and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Scott's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, RMC engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Scott and other aggrieved employees, in violation of section 1198. Also, in light of RMC's failure to provide Mr. Scott and other aggrieved employees with second 30-minute meal periods to which they were entitled, RMC kept no records of meal start and end times for second meal periods.

Because RMC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Scott and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Scott and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, RMC failed to pay Mr. Scott and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

RMC willfully failed to pay Mr. Scott and other aggrieved employees who are no longer employed by RMC the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving RMC's employ.

Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc*., 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, RMC had a company-wide policy of requiring Mr. Scott and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. Specifically, RMC required Mr. Scott and other aggrieved employees to travel to obtain supplies for their work-related assignments, but did not reimburse them for their travel expenses. For example, RMC required Mr. Scott to drive his personal vehicle on three (3) separate occasions to a hardware store to obtain work supplies, resulting in a round-trip distance of six (6) miles each time. Although RMC required Mr. Scott and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, RMC did not reimburse them for their travel expenses.

Additionally, during the relevant time period, RMC required Mr. Scott and other aggrieved employees to wear uniforms bearing the Related Management company logo, including polo shirts. Due to the nature of maintenance work, Mr. Scott's uniform shirts would become stained with paint, chemicals, sweaty, and/or accumulate dirt and grime, such that he was unable to mix these clothes in with other laundry. As a result, he had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms. Thus, RMC failed to maintain uniforms they required Mr. Scott and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

RMC could have provided Mr. Scott and other aggrieved employees with the actual equipment for use on the job, such as company vehicles as well as access to laundering services. Or RMC could have reimbursed employees for the costs of their mileage and travel expenses and laundering expenses or provided a uniform maintenance allowance. Instead, RMC passed these operating costs onto Mr. Scott and other aggrieved employees. At all relevant times, Mr. Scott did not earn at least two (2) times the minimum wage.

Thus, RMC had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Scott and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RMC into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." RMC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Scott's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Scott seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Scott, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against RMC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Scott seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

Alexander Lima

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New York, NY 10001

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☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

RELATED CALIFORNIA RESIDENTIAL, LLC
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 1970 0000 9011 3931

7021 1970 0000 9011 3931

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
■ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
Postage
$
Total Postage and Fees
$
Sent To
Street and Apt. No.
City, State, ZIP+4®

Scott V. Related Mgmt. Co.

Postmark

RELATED CALIFORNIA RESIDENTIAL, LLC
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1.

RELATED DEVELOPMENT
COMPANY OF
CALIFORNIA, LLC
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

9590 9402 7575 2098 7286 64

2. Article Number *(Transfer from service label)*

7021 1970 0000 9011 3948

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 1970 0000 9011 3948

7021 1970 0000 9011 3948

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
☒ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

Postmark Here

Scott V.
Related Dev't Co.

RELATED DEVELOPMENT
COMPANY OF
CALIFORNIA, LLC
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

RELATED DEVELOPMENT
COMPANY OF
CALIFORNIA, LLC
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

THE NICHOLAS COMPANY, INC.
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

9590 9402 7575 2098 7286 88

2. Article Number *(Transfer from service label)*

7021 1970 0000 9011 3962

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
stricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 1970 0000 9011 3962

7021 1970 0000 9011 3962

THE NICHOLAS COMPANY, INC.
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
Postage
$
Total Postage and Fees
$
Sent To
Street and Apt. No.
City, State, ZIP+4®

Postmark

Scott A. Nicholas Mgr. Co.

THE NICHOLAS COMPANY, INC.
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

THE RELATED COMPANIES OF CALIFORNIA, LLC
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

9590 9402 7575 2098 7286 71

2. Article Number *(Transfer from service label)*

7021 1970 0000 9011 3955

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 1970 0000 9011 3955

7021 1970 0000 9011 3955

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☑ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Scott J.
Related Newport
Ca

Sent To

THE RELATED COMPANIES OF CALIFORNIA, LLC
18201 Von Karman Avenue
Suite #900
Irvine, CA 92612

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

THE RELATED COMPANIES OF CALIFORNIA, LLC
18201 Von Karman Avenue
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Irvine, CA 92612