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Attorneys for Plaintiff ELIZABETH AMADOR
on behalf of the general public as private attorney general

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

ELIZABETH AMADOR, on behalf of the
general public as private attorney general,

Plaintiff,

v.

EQUITY RESIDENTIAL SERVICES LLC, a
Delaware Limited Liability Company and
DOES 1-50, inclusive,

Defendant.

Case No. 30-2026-01542987-CU-OE-CXC

Assigned for All Purposes:
Judge William D. Claster
Dept. CX101

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff ELIZABETH AMADOR (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant EQUITY RESIDENTIAL SERVICES LLC, a Delaware Limited Liability Company and DOES 1-50, inclusive (“Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to accurately record and pay sick pay, (e) failure to pay wages timely during employment, (f) failure to provide accurate itemized wage statements, (g) failure to reimburse necessary business expenses, (h) violation of labor code section § 2751, and (i) unauthorized deduction of wages. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails

1 itself of the California market so as to render the exercise of jurisdiction over it by the California
2 Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendant is doing business throughout California, including but not
5 limited to Orange County, and each Defendant is within the jurisdiction of this Court for service
6 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
7 aggrieved employees within the State of California. Defendant employ numerous aggrieved
8 employees in in the State of California.

9 6. On information and belief, Defendant has conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present ("liability period"), Defendant consistently maintained and enforced against
20 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
21 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
22 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to
23 accurately record and pay sick pay, (e) failure to pay wages timely during employment, (f) failure
24 to provide accurate itemized wage statements, (g) failure to reimburse necessary business
25 expenses, (h) violation of labor code section § 2751, and (i) unauthorized deduction of wages.

26 9. On information and belief, during the statutory liability period and continuing to
27 the present, Defendant has had a consistent policy of failing to pay wages including overtime
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1 wages for hours worked while subject to the control of Defendant.

2 10. On information and belief, during the statutory liability period and continuing to
3 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.
4 Defendant has also failed to provide meal premiums for missed meal periods.

5 11. On information and belief, during the statutory liability period and continuing to
6 the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees.
7 Defendant has also failed to provide rest premiums for missed rest periods.

8 12. On information and belief, during the statutory liability period and continuing to
9 the present, Defendant has had a consistent policy of failing to timely pay wages during Plaintiff
10 and Aggrieved Employees' employment.

11 13. On information and belief, during the statutory liability period and continuing to
12 the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized
13 wage statements.

14 14. On information and belief, during the statutory liability period and continuing to
15 the present, Defendant has failed to reimburse necessary business expenses to Plaintiff and
16 aggrieved employees.

17 15. On information and belief, during the statutory liability period and continuing to
18 the present, Defendant violated Labor Code section 2751.

19 16. On information and belief, during the statutory liability period and continuing to
20 the present, Defendant has unlawful deduction wages.

21 17. Plaintiff on behalf of the general public as private attorney general and all other
22 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
23 enumerated under 2699.5 as follows: sections 201-204, 221-224, 226, 246-249, 510, 512, 558,
24 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 2751 and seeking penalties, interest,
25 attorneys' fees and costs.
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III. PARTIES

A. Plaintiff

18. Plaintiff, ELIZABETH AMADOR, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendant in March 10, 2025 as a Non-Exempt Employee with the title of Leasing Consultant and worked during the liability period for Defendant until Plaintiff's separation from Defendant's employ in approximately June 6, 2025.

19. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");
- b) not provided meal periods nor paid premium wages;
- c) not provided rest periods nor paid premium wages;
- d) not paid timely during their employment;
- e) not provided accurate itemized wage statements;
- f) not accurately paid sick pay;
- g) unauthorized deductions;
- h) violation of Labor Code section 2751 and
- i) not reimbursed for necessary business expenses.

20. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendant

21. Defendant EQUITY RESIDENTIAL SERVICES LLC is a Delaware Limited

1 Liability Company that operates as a real estate business. Defendant operates nationwide. Plaintiff
2 estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have
3 worked for Defendant over the last year.

4 22. Other than identified herein, Plaintiff are unaware of the true names, capacities,
5 relationships and extent of participation in the conduct alleged herein, of the Defendant sued as
6 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally
7 responsible for the wrongful conduct alleged herein and therefore sues these Defendant by such
8 fictitious names. Plaintiff will amend this complaint when their true names and capabilities are
9 ascertained.

10 23. Plaintiff are informed and believes and thereon alleges that each Defendant, directly
11 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
12 Representative Group, and exercised control over their wages, hours, and working conditions.
13 Plaintiff are informed and believes and thereon alleges that each Defendant acted in all respects
14 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
15 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
16 to the other Defendant.

17 **IV. GENERAL ALLEGATIONS**

18 24. At all times set forth herein, Defendant employed Plaintiff and other persons in the
19 capacity of non-exempt positions, however titled, throughout the state of California.

20 25. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
21 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
22 rules and regulations of the IWC California Wage Orders.

23 26. Defendant continue to employ Non-Exempt Employees, however titled, in
24 California and implement a uniform set of policies and practices to all non-exempt employees, as
25 they were all engaged in the job duties related to Defendant's real estate business.

26 27. Plaintiff is informed and believe, and thereon allege, that Defendant are and were
27 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
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1 the requirements of California's wage and employment laws.

2 28. Plaintiff is informed and believe that during the relevant time-frame, all Aggrieved
3 Employees are citizens of the state of California.

4 29. During the relevant time-frame, Defendant compensated Plaintiff and Aggrieved
5 Employees based upon an hourly rate.

6 30. Plaintiff and Aggrieved Employees were required to spend unpaid overtime hours
7 on their personal cellular phone for work related purposes.

8 31. Plaintiff and Aggrieved Employees were required to spend pre-shift time off the
9 clock working on without overtime compensation. For instance, communications with tenants.

10 32. Plaintiff is informed and believes, and paystubs confirm, that Defendant paid
11 Plaintiff "Rent Concession Taxable Income" as a form of taxable employee benefit during pay
12 periods in which overtime was also paid. This Rent Concession Taxable Income was paid
13 concurrently with overtime earnings, yet Defendant paid overtime at exactly the base hourly rate
14 (as "Overtime Pay") and the overtime premium at exactly 0.5 times the base rate (as "OT Pay
15 Premium"), without incorporating the value of the Rent Concession benefit into the regular rate of
16 pay.

17 33. Plaintiff is further informed and believes that Defendant paid Rent Concession
18 Taxable Income in pay periods in which sick pay ("CA Sick") was also paid. Defendant paid sick
19 pay at exactly the base hourly rate, without incorporating this nondiscretionary taxable benefit into
20 the sick pay rate as required under Labor Code § 246. Plaintiff received an employee rent discount
21 benefit during her employment, and Defendant provided sick days separately. Defendant failed to
22 adjust sick pay to reflect the additional compensation received in the applicable measurement
23 period.

24 34. Plaintiff is further informed and believes that Defendant also paid nondiscretionary
25 "Early Dismissal" bonuses during pay periods in which overtime was paid. These bonuses were
26 paid when Plaintiff received good performance reviews and were intended as additional
27 compensation for being permitted to leave early while still being paid. Despite being a
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1 nondiscretionary bonus, Defendant paid overtime at exactly the base rate and paid “OT Pay
2 Premium” at exactly 0.5 times the base rate, without incorporating the Early Dismissal bonus into
3 the overtime rate.

4 35. Plaintiff is further informed and believes that Early Dismissal bonuses were also
5 paid during pay periods in which Plaintiff received sick pay. Despite this, Defendant paid sick pay
6 at the base rate only, without incorporating the nondiscretionary bonus into the sick pay rate, as
7 mandated by Labor Code § 246. Plaintiff was separately provided sick days but did not receive
8 any adjustment to reflect his nondiscretionary bonus earnings.

9 36. Plaintiff is informed and believes that Defendant also paid nondiscretionary
10 “Early Dismissal” bonuses, awarded for strong performance reviews, during pay periods in
11 which overtime was paid. These bonuses were paid concurrently with overtime but were not
12 incorporated into the overtime rate. Defendant again paid overtime at exactly the base rate and
13 premium at 0.5 times the base rate. Even where “OT Pay Premium Retro Results” were issued at
14 slightly higher rates, they do not appear to reflect the Early Dismissal bonus; rather, they appear
15 linked to other incentive pay.

16 37. Early Dismissal bonuses were paid in the same pay periods as sick pay, yet
17 Defendant paid sick pay at the base rate only and failed to adjust the sick pay rate to include this
18 nondiscretionary bonus.

19 38. Defendant unlawfully deducted Plaintiff’s wages by requiring her to pay back
20 \$1,000 incentive for end of 6/2025.

21 39. Indeed, during the relevant time, as a consequence of Defendant’s staffing and
22 scheduling practices, work demands, and Defendant’s policies and practices, Defendant frequently
23 failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant uninterrupted
24 30-minute meal periods on shifts over five hours as required by law.

25 40. On information and belief, Plaintiff and Aggrieved Employees did not waive their
26 rights to meal periods under the law.

27 41. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
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1 meal periods.

2 42. Despite the above-mentioned meal period violations, Defendant failed to
3 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
4 one additional hour of pay at their regular rate as required by California law when meal periods
5 were not timely or lawfully provided in a compliant manner.

6 43. Plaintiff is informed and believe, and thereon alleges, that Defendant know, should
7 know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were
8 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
9 were not receiving such compensation.

10 44. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
11 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
12 period for every four hours worked or major fraction thereof, which is a violation of the Labor
13 Code and IWC wage order.

14 45. Despite the above-mentioned rest period violations, Defendant did not compensate
15 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
16 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
17 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
18 permitted.

19 46. Plaintiff's Pay stubs do not show separate pay for rest breaks given to Plaintiff.

20 47. Defendant failed to reimburse Plaintiff and Aggrieved Employees for personal cell
21 phone use for work related purposes.

22 48. Defendant failed to reimburse Plaintiff and Aggrieved Employees for mileage
23 costs.

24 49. Plaintiff and all other aggrieved employees who were separated from employment
25 are entitled to compensation for all forms of wages earned, including but not limited to
26 compensation minimum and overtime wages, but to date have not received such compensation,
27 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.
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1 50. Defendant also failed to provide accurate, lawful itemized wage statements to
2 Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In
3 addition, upon information and belief, Defendant omitted an accurate itemization of total hours
4 worked, including premiums due and owing for meal period violations, overtime pay, gross pay
5 and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

6 51. Plaintiff is informed and believes, and thereon alleges, that throughout the
7 relevant statutory period, Defendant violated Labor Code § 2751 by failing to provide Plaintiff
8 and other similarly situated employees with a written commission agreement that set forth the
9 method by which commissions and incentive compensation would be computed and paid.
10 California Labor Code § 2751 requires employers who pay commissions to provide a written
11 contract that describes the formula for calculating commissions and the conditions under which
12 they are earned, to furnish a signed copy of the agreement to the employee, and to obtain a
13 signed acknowledgment of receipt.

14 52. Plaintiff is informed and believes that Defendant maintained a monthly and
15 quarterly bonus and commission structure for Leasing Consultants, including "Monthly Incentive
16 CA" payments and other incentive bonuses tied to move-in transactions, performance metrics,
17 occupancy goals, survey results, and other measurable factors. The offer letter dated February
18 24, 2025 references a "monthly incentive bonus" funded by move-in transactions and a
19 "quarterly incentive bonus" based on performance indicators; however, the document was
20 unsigned, was not presented as a written commission contract, did not describe the commission
21 structure with the specificity required by law, and was never signed by Plaintiff.

22 53. Upon information and belief, Defendant knew and or should have known that it is
23 improper to implement policies and commit unlawful acts such as:
24

25 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
26 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
27 and without compensating employees with one (1) hour of pay at the regular rate of compensation
28 for each workday that such a meal period was not provided;

1 (b) requiring employees to work four (4) hours or a major fraction thereof without
2 being provided a minimum ten (10) minute rest period and without compensating the employees
3 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
4 rest period was not provided;

5 (c) failing to pay overtime and minimum wages;

6 (d) failing to provide accurate itemized wage statements;

7 (e) failing to reimburse necessary business expenses;

8 (f) violating Labor Code section 2751

9 (g) unauthorized deductions; and

10 (h) failure to accurately record and pay sick pay.

11 54. In addition to the violations above, and on information and belief, Defendant knew
12 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
13 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
14 knowingly, recklessly, and/or intentionally failed to do so.

15 55. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
16 Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare
17 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
18 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

19
20 **V. REPRESENTATIVE CLAIMS**

21 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

22 56. Plaintiff incorporates by reference and re-alleges each and every allegation
23 contained above, as though fully set forth herein.

24 57. PAGA is a mechanism by which the State of California can enforce state labor laws
25 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
26 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
27 law enforcement action designed to protect the public and not to benefit private parties. The
28 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"

1 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
2 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
3 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
4 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

5 58. Plaintiff brings this Representative Action on behalf of the State of California with
6 respect to himself and all other individuals who are or previously were employed by Defendant as
7 non-exempt California employees during the applicable statutory period (the “aggrieved
8 employees”).

9 59. On November 21, 2025 Plaintiff complied with notice requirements pursuant to
10 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
11 **A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
12 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
13 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
14 representative capacity. The substance and violations set forth in this Complaint of which the
15 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
16 Action Complaint to the LWDA.

17 60. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
18 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
19 Employees of Defendant.
20

21 61. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
22 which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint,
23 including without limitation Labor Code section 201-204, 221-224, 226, 226.3, 246-249, 510, 512,
24 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 2751 and 2698 *et seq.*, applicable IWC
25 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

26 62. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
27 overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating
28 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours

1 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
2 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
3 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
4 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
5 (8) hours in a day on the seventh day of work in a particular work week.

6 63. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
7 period of more than five (5) hours without providing a meal break of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties. Also pursuant to California
9 law and the relevant IWC Wage Order(s), no employer shall require an employee to work more
10 than ten hours without being provided a second meal period, which can be waived by mutual
11 consent up until the twelfth hour.

12 64. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved
13 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

14 65. Plaintiff and the Aggrieved Employees were also injured because the wage
15 statements Defendant provided to them failed to accurately state the hours worked and also to state
16 that the Aggrieved Employees were being paid one hour of pay at their regular rate for days in
17 which they were not provided with each of their authorized meal and rest periods. Defendant has
18 made it impossible to properly calculate important information from the wage statements that were
19 provided to Plaintiff and the Aggrieved Employees throughout the liability period.

20 66. Plaintiff and all other aggrieved employees who were separated from employment
21 are entitled to compensation for all forms of wages earned, including but not limited to
22 compensation minimum and overtime wages, but to date have not received such compensation,
23 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

24 67. On information and belief, Defendant willfully failed to pay all wages due and
25 owing upon separation from employment. These wages include minimum and overtime wages.

26 68. On information and belief, Defendant willfully failed to pay all wages due and
27 owing during employment. These wages include minimum and overtime wages.
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1 69. On information and belief, Defendant failed to provide accurate itemized wage
2 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
3 and the aggrieved employees pursuant to Labor Code section 226(a).

4 70. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
5 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
6 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
7 for each violation in a subsequent citation, for which the employer fails to provide the employee a
8 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

9 71. Additionally, Defendant has no accurate records relating to aggrieved employees'
10 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
11 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
12 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

13 72. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees
14 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
15 worked.

16 73. Plaintiff and Aggrieved Employees are entitled to recover for improper warehouse
17 conditions that put them at risk of heat illness and exhaustion on a daily basis under Labor Code
18 section 226.7.

19 74. California Labor Code 221 prohibits employers from collecting or receiving any
20 part of wages that have already been paid to an employee. This law prevents employers from
21 deducting wages for cash shortages, breakage, or other losses unless the employee's actions were
22 dishonest, willful, or grossly negligent.

23 75. On information and belief, Defendant failed to reimburse Plaintiff and aggrieved
24 Employees for business expenses incurred as described above. Labor Code § 2802 requires
25 Defendant to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
26 direct consequences of the discharge of his or her duties. Despite these realities of the job,
27 Defendant failed to provide reimbursements.
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76. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State”.

77. Labor Code section 2751 recites: (a) Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid. (b) The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee. In the case of a contract that expires and where the parties nevertheless continue to work under the terms of the expired contract, the contract terms are presumed to remain in full force and effect until the contract is superseded or employment is terminated by either party. (c) As used in this section, “commissions” has the meaning set forth in Section 204.1. For purposes of this section only, “commission” does not include any of the following:

- (1) Short-term productivity bonuses such as are paid to retail clerks.
- (2) Temporary, variable incentive payments that increase, but do not decrease, payment under the written contract.
- (3) Bonus and profit-sharing plans, unless there has been an offer by the employer to pay a fixed percentage of sales or profits as compensation for work to be performed.

78. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

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Dated: January 27, 2026

JAMES HAWKINS APLC

By: 
JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff ELIZABETH
AMADOR on behalf of the general public as
private attorney general

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Exhibit A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

November 21, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

EQUITY RESIDENTIAL SERVICES LLC, a Delaware Limited Liability Company
Agent for Service of Process:
AMANDA GARCIA
330 N BRAND BLVD, SUITE 700 GLENDALE, CA 91203
Receipt No.: 9589 0710 5270 0078 0203 27

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

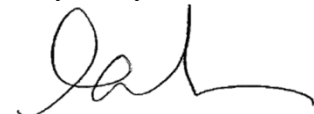
PLEASE TAKE NOTICE that plaintiff ELIZABETH AMADOR individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, EQUITY RESIDENTIAL SERVICES LLC through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Orange County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint