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17 and all Aggrieved Employees

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN DIEGO**

20 CHRISTOPHER DUDLEY, in his
21 representative capacity, on behalf of the
22 State of California, the general public and
23 all aggrieved employees of Defendants,

24 Plaintiff.

25 v.

26 FREEDOMROADS, LLC, a Minnesota
27 limited liability company; and DOES 1
28 through 50 inclusive,

Defendants.

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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/21/2023 at 02:48:04 PM

Clerk of the Superior Court
By Joseph Callier III, Deputy Clerk

Case No.: 37-2023-00036238-CU-OE-CTL

Civil Unlimited
Amount Demanded Exceeds \$25,000.00

**REPRESENTATIVE ACTION FOR CIVIL
PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (Labor Code §§ 2698 *et seq.*)**

1. Labor Code Private Attorneys General
Act Representative Claims

1 Plaintiff Christopher Dudley (“Plaintiff”) brings this representative enforcement action in
2 his representative capacity against Defendant FreedomRoads, LLC, (“FreedomRoads”) and
3 DOES 1 through 50, inclusive (collectively, “Defendants”), on the following grounds:

4 **INTRODUCTION**

5 1. Plaintiff brings this representative enforcement action under the Private Attorneys
6 General Act of 2004 (codified in California Labor Code §§ 2698 *et seq.*, “PAGA”) on behalf of
7 himself and all other current and former non-exempt employees who performed work for
8 Defendants in California during the time period commencing on the date that is one (1) year and
9 sixty-five (65) days prior to the filing of this Complaint through and including the date that trial
10 concludes (referred to herein as “Aggrieved Employees”).

11 2. Plaintiff alleges that during the relevant time period FreedomRoads engaged in a
12 common pattern and practice of wage and hour violations under the California Labor Code
13 (“Labor Code”) and the Industrial Welfare Commission (“IWC”) Wage Orders by, among other
14 things:

- 15 a. Failing to provide meal periods and/or pay premium wages;
- 16 b. Failing to authorize and permit rest periods and/or pay premium wages;
- 17 c. Failing to provide recovery periods and/or pay premium wages;
- 18 d. Failing to timely pay all minimum, regular, and/or overtime wages;
- 19 e. Failing to reimburse for business expenses;
- 20 f. Failing to timely pay all wages due and owing upon separation of
- 21 employment and/or the required waiting time penalties;
- 22 g. Failing to furnish accurate itemized wage statements;
- 23 h. Failing to maintain accurate employment records; and
- 24 i. Retaliating against Plaintiff for complaining about non-compliant breaks,
- 25 unpaid wages, and safety concerns.

26 3. By and through this representative action, Plaintiff seeks to recover all available
27 remedies including, but not limited to, civil penalties, reasonable attorneys’ fees, and litigation
28 costs on behalf of himself and all other Aggrieved Employees, the general public, and the state of

California.

4. All allegations in this Complaint are based upon information and belief except those allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal knowledge. Each allegation in this Complaint has evidentiary support and/or is likely to have evidentiary support after reasonable opportunity for further investigation and formal discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) § 410.10 and Labor Code §§ 2698 *et seq.* Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff brings this action, in his representative capacity, on behalf of himself and all other Aggrieved Employees, as defined herein.

6. This Court has personal jurisdiction over FreedomRoads because FreedomRoads conducts business in the state of California and has caused injuries in the county of San Diego, as well as throughout the state of California, through its acts, omissions, and violations of the Labor Code and relevant IWC Wage Order, as alleged herein.

7. Venue in this judicial district is proper pursuant to Code of Civil Procedure §§ 395(a) and 395.5 because each defendant, including each fictitiously named defendant, transacts business in the county of San Diego and is otherwise within this Court’s jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Aggrieved Employees within the county of San Diego and throughout the state of California.

THE PARTIES

I. PLAINTIFF

8. Plaintiff Christopher Dudley (“Plaintiff”) at all material times mentioned herein:

- a. Was and is a resident of Fresno County, California;
- b. Was employed by FreedomRoads from approximately February 8, 2021 to April 7, 2023;
- c. Performed work as a service technician at FreedomRoads’ Fresno, California location;
- d. Was classified by FreedomRoads as a non-exempt employee for purposes of

- the Labor Code and applicable IWC Wage Order;
- e. Earned an hourly wage;
 - f. Was to be paid on a bi-weekly basis;
 - g. Earned a non-discretionary productivity bonus;
 - h. Was typically scheduled to work five days a week, Monday through Friday, from 8:00 a.m. to 5:00 p.m.;
 - i. Was not provided with the opportunity to take legally compliant meal periods and/or paid all meal period premium wages owed to him;
 - j. Was not authorized and permitted to take legally compliant rest periods and/or paid all rest period premium wages owed to him;
 - k. Was not authorized and permitted to take legally compliant recovery periods and/or paid any recovery period premium wages owed to him;
 - l. Was not compensated all minimum, regular, and/or overtime wages for all time worked or spent under the control of FreedomRoads;
 - m. Was not paid the appropriate overtime wages due to FreedomRoads' failure to include non-discretionary incentive pay into the regular rate of pay for purposes of calculating overtime compensation;
 - n. Was not reimbursed for all necessary business expenses he incurred in the discharge of his job duties, including costs incurred purchasing tools to complete work tasks;
 - o. Was not timely paid all wages due and owing upon separation of employment;
 - p. Was not paid the required waiting time penalties for late payment of final wages;
 - q. Was not furnished with accurate itemized wage statements;
 - r. Contends his employment records, including time and payroll records, were not accurately maintained by FreedomRoads;
 - s. Was retaliated against by FreedomRoads for complaining about non-

compliant breaks, unpaid wages, and safety issues at the worksite;

t. Is an “aggrieved employee” within the meaning of Labor Code § 2699(c);
and

u. Has complied with all requirements outlined in Labor Code §§ 2698 *et seq.*

II. DEFENDANT

9. Defendant FreedomRoads, LLC (“FreedomRoads”) is a Minnesota limited liability company with its principal place of business located in Lincolnshire, Illinois. FreedomRoads specializes in the sale and servicing of recreational vehicles and accessory products, with approximately 13 locations in California and over 100 locations across the United States.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged in this Complaint.

11. At all times mentioned herein, the acts alleged to have been done and/or caused by each named defendant is also alleged to have been done and/or caused by each of the fictitiously named defendants, and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

12. At all times mentioned herein, each defendant, including each fictitiously named defendant, is believed to have acted individually or as an officer, agent, or employee of the other defendants.

13. At all times mentioned herein, each defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of each of the other defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

14. At all times mentioned herein, the acts and/or omissions of each of the defendants,

1 including each fictitiously named defendant, concurrently contributed to the various acts and/or
2 omissions of each and every one of the other defendants, including each fictitiously named
3 defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein.
4 Each of the defendants, including each fictitiously named defendant, approved of, condoned,
5 and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each
6 defendant, including each fictitiously named defendant, was and is acting with authority of each
7 and every other defendant and/or are acting as agents of each and every other defendant or Doe
8 defendant.

9 15. At all times mentioned herein there was a unity of interest and ownership between
10 each defendant, including each fictitiously named defendant, such that all defendants acted as a
11 single employer of Plaintiff and all other Aggrieved Employees.

12 16. At all times mentioned herein, each defendant, including each fictitiously named
13 defendant, exercised supervision and control over the wages, hours, and/or working conditions of
14 Plaintiff and all other Aggrieved Employees, including, but not limited to, implementing standard
15 policies and procedures.

16 17. At all times mentioned herein, each defendant, including each fictitiously named
17 defendant, caused Aggrieved Employees, including Plaintiff, to work and/or prevented Plaintiff
18 and other Aggrieved Employees from working.

19 18. At all times mentioned herein, each defendant, including each fictitiously named
20 defendant, had control over Aggrieved Employees.

21 19. Each defendant, including each fictitiously named defendant, is alleged to have
22 caused each of the violations alleged herein.

23 20. Each defendant, including each fictitiously named defendant, is jointly and severally
24 liable for each of the violations alleged herein.

25 **FACTUAL ALLEGATIONS**

26 21. Plaintiff realleges and incorporate by reference, as though fully set forth herein, all
27 paragraphs of this Complaint.

28 22. Plaintiff was employed by, or otherwise performed work for, FreedomRoads from

1 approximately February 8, 2021 to April 7, 2023 as a service technician at the Camping World
2 location in Fresno, California. Plaintiff's job duties included, but were not limited to, servicing
3 and performing maintenance on recreational vehicles, conducting predelivery inspections, writing
4 estimates, and providing customer service.

5 23. At all relevant times, Plaintiff was classified as a non-exempt employee, earned an
6 hourly wage, and was paid on a bi-weekly basis. At the beginning of his employment, Plaintiff
7 was paid \$28 per hour, which was increased to \$29 per hour, \$34 per hour, and then \$35 per hour.
8 Plaintiff typically worked Monday through Friday, from 8:00 a.m. to 5:00 p.m., and frequently
9 worked overtime hours.

10 24. FreedomRoads has employed, and will continue to employ, several individuals in a
11 non-exempt capacity in San Diego County and throughout the state of California.

12 25. Throughout the relevant time period, all Aggrieved Employees earned an hourly
13 wage, were to be paid on a bi-weekly basis, and worked at least eight (8) hours per day and/or
14 forty (40) hours per week.

15 26. Plaintiff and all other Aggrieved Employees were subject to, and those currently
16 employed continue to be subject to, the same and/or similar policies, practices, procedures,
17 guidelines, and/or culture described herein.

18 27. Plaintiff further alleges that he and all other Aggrieved Employees have suffered,
19 and will continue to suffer, the same and/or similar violations of law described herein.

20 28. During the relevant time period, FreedomRoads did not, and does not, have a policy,
21 practice, procedure, guideline, and/or culture of providing all Aggrieved Employees with the
22 opportunity to take an uninterrupted, thirty (30) minute off-duty meal period before the end of
23 their fifth (5th) hour of work when they worked five (5) or more hours in a day.

24 29. Plaintiff and other Aggrieved Employees typically worked over six (6) hours in a
25 workday. However, Plaintiff and other Aggrieved Employees were not provided with the
26 opportunity to take lawful meal periods because FreedomRoads regularly directed, pressured,
27 compelled and/or otherwise coerced Plaintiff and other Aggrieved Employees to work during their
28 meal periods, take meal periods that were less than thirty minutes, and/or take meal periods after

1 the end of their fifth hour of work. FreedomRoads further assigned workloads that could not
2 reasonably be completed within Aggrieved Employees' scheduled hours. For instance, Plaintiff
3 frequently took his meal periods after the end of his fifth hour of work because he was required
4 to finish servicing customers before taking his meal periods. Further, Plaintiff's meal periods were
5 interrupted because he was required to assist customers, answer phone calls from manufacturers,
6 and complete other work-related tasks during his meal periods. Plaintiff and, on information and
7 belief, other Aggrieved Employees were unable to clock back in during these interruptions
8 because the time clock prevented employees from clocking back in from their meal periods before
9 thirty minutes had elapsed.

10 30. FreedomRoads knew or should have known that Plaintiff and other Aggrieved
11 Employees were not provided with the opportunity to take legally compliant meal periods because
12 FreedomRoads assigned workloads that precluded Plaintiff and other Aggrieved Employees from
13 taking lawful meal periods, instructed Plaintiff and other Aggrieved Employees to prioritize
14 customer service and pending work orders over taking their meal periods, and implemented the
15 use of time clocks that would not allow Aggrieved Employees, including Plaintiff, to clock back
16 in when their meal periods were interrupted.

17 31. FreedomRoads did not, and does not, have a policy, practice, procedure, guideline,
18 and/or culture of paying meal period premiums to Plaintiff and other Aggrieved Employees at
19 their regular rate of pay for all meal periods that do not comply with California law. For instance,
20 Plaintiff was not consistently paid meal period premiums for every shift in which he received a
21 non-compliant meal period. In addition, Plaintiff was not paid at the correct regular rate of pay
22 for the meal period premiums that he received because FreedomRoads failed to use Plaintiff's
23 non-discretionary compensation when calculating his regular rate of pay.

24 32. FreedomRoads did not, and does not, have a policy, practice, procedure, guideline,
25 and/or culture of authorizing and permitting Plaintiff and other Aggrieved Employees to take
26 uninterrupted, off-duty rest periods of at least ten (10) minutes for every four (4) hours worked or
27 major fraction thereof.

28 33. Plaintiff and other Aggrieved Employees were regularly directed, compelled, and/or

1 otherwise coerced by FreedomRoads to work during their rest periods and/or forgo their rest
2 periods altogether in order to prioritize customer appointments and perform other work duties.
3 For instance, Plaintiff worked through at least one of his rest periods for the majority of his shifts
4 because his workload did not permit him to take a 10-minute rest period for every four hours, or
5 major fraction thereof, that he worked. Plaintiff's ability to take lawful rest periods was further
6 undermined by FreedomRoads' practice of requiring Aggrieved Employees to take their rest
7 periods at the same time, which prevented Plaintiff and other Aggrieved Employees from being
8 relieved of all duties for their rest periods.

9 34. Plaintiff alleges that FreedomRoads knew or should have known that Plaintiff and
10 other Aggrieved Employees were not authorized and permitted to take legally compliant rest
11 periods because FreedomRoads directed, pressured, and/or otherwise coerced Aggrieved
12 Employees, including Plaintiff, to work through their rest periods so that they could prioritize
13 customer appointments; assigned workloads that precluded Plaintiff and other Aggrieved
14 Employees from taking lawful rest periods; and scheduled rest periods to be taken by Aggrieved
15 Employees at the same time, such that they were not relieved from their work duties. Plaintiff
16 further alleges that he informed his supervisor that he was unable to take compliant rest periods.

17 35. Plaintiff contends that although he and other Aggrieved Employees were not
18 provided with legally compliant rest periods, he and all other Aggrieved Employees were not
19 compensated rest period premium wages at their regular rate of pay for all non-compliant rest
20 periods, as required by California law. For instance, Plaintiff received only one rest period
21 premium during his employment despite the fact that he was forced to work through the majority
22 of his rest periods. The one rest period premium payment that Plaintiff received was also not paid
23 at his regular rate of pay, because the regular rate of pay did not include any non-discretionary
24 bonuses Plaintiff received.

25 36. During the relevant time period, FreedomRoads had a policy, practice, procedure,
26 guideline, and/or culture of failing to provide Plaintiff and, on information and belief, other
27 Aggrieved Employees with compliant recovery periods because FreedomRoads did not provide
28 them with off-duty access to shade when the outdoor temperature at the worksite exceeded 80

1 degrees Fahrenheit.

2 37. Plaintiff and other Aggrieved Employees worked outside in the sun during their
3 shifts in temperatures that frequently exceed 80 degrees Fahrenheit. During the summer months,
4 Plaintiff and other Aggrieved Employees were forced to work in outdoor temperatures exceeding
5 100 degrees Fahrenheit. Nonetheless, FreedomRoads had, and continues to have, a policy,
6 practice, procedure, guideline, and/or culture of failing to provide off-duty recovery periods of
7 not less than five (5) minutes to prevent heat illness. Additionally, Plaintiff and other Aggrieved
8 Employees were not provided with tents, canopies, or any other source of shade, nor was natural
9 shade typically available at the job sites. There was a garage at Plaintiff's job site, however, the
10 garage did not provide sufficient shade because the inside of the garage lacked air conditioning
11 and reached temperatures of up to 100 degrees. Further, the breakroom, where cold water was
12 provided, was not easily accessible to Plaintiff because it was located on the far end of the
13 worksite, and did not provide adequate shade because it was not spacious enough to accommodate
14 multiple employees. Consequently, Plaintiff and other Aggrieved Employees did not have
15 adequate shade to take compliant recovery periods and rest from the sun.

16 38. FreedomRoads further failed to inform Plaintiff and other Aggrieved Employees of
17 their right to take off-duty recovery periods and have access to shade and water during their shifts
18 while working outside. On information and belief, FreedomRoads did not, and does not, have a
19 written heat illness prevention plan, in violation of California law.

20 39. Although FreedomRoads failed to provide Plaintiff and, on information and belief,
21 other Aggrieved Employees with compliant recovery periods, FreedomRoads did not pay Plaintiff
22 and, on information and belief, other Aggrieved Employees an additional hour of pay at their
23 regular rate of pay, as required by California law.

24 40. FreedomRoads had, and continues to have, a policy, practice, procedure, guideline,
25 and/or culture of not paying Aggrieved Employees all minimum, regular and/or overtime wages
26 for all time engaged in work on behalf of FreedomRoads.

27 41. Plaintiff and other Aggrieved Employees were mandated by FreedomRoads to
28 perform work duties during their meal periods, such as servicing customers and responding to

1 work-related phone calls. FreedomRoads did not consider time spent by Plaintiff and other
2 Aggrieved Employees performing work while off-the-clock during their meal periods as
3 compensable and failed to provide any remuneration. Similarly, Plaintiff and other Aggrieved
4 Employees were required to perform work or were otherwise subject to FreedomRoads' control
5 before clocking in and after clocking out for their shifts. Specifically, Plaintiff and, on information
6 and belief, other Aggrieved Employees were required to wait at the time clock for several minutes
7 before clocking in for work. Upon arrival at the job site, there was a line of employees waiting to
8 clock in for work because Plaintiff and other Aggrieved Employees were scheduled by
9 FreedomRoads to start work at the same time. As a result, Plaintiff and other Aggrieved
10 Employees would have to wait several minutes lined up at the time clock in order to clock in.
11 Plaintiff and other Aggrieved Employees were not compensated for this time spent waiting to
12 clock in for their shifts, during which they were subject to FreedomRoads' control. Plaintiff
13 further alleges that, on multiple occasions, he was required to help service customers after he
14 clocked out for work but was not compensated for this time.

15 42. FreedomRoads' failure to pay Plaintiff and other Aggrieved Employees for all time
16 they were suffered or permitted to work resulted in the unlawful withholding of wages and/or
17 overtime for time actually worked. Therefore, FreedomRoads failed to timely pay Plaintiff and
18 other Aggrieved Employees all minimum, regular and/or overtime wages owed to them when
19 Plaintiff and other Aggrieved Employees worked in excess of eight (8) hours in a workday and/or
20 forty (40) hours in a workweek.

21 43. FreedomRoads had, and continues to have, a policy, practice, procedure, guideline,
22 and/or culture of failing to use non-discretionary pay to calculate the respective rate of pay as
23 necessary for the calculation and payment of overtime wages for Aggrieved Employees, including
24 Plaintiff. For instance, Plaintiff received a non-discretionary productivity bonus for each calendar
25 month in which he satisfied productivity targets set forth in the applicable bonus plan.
26 FreedomRoads failed to use Plaintiff's and, on information and belief, other Aggrieved
27 Employees' non-discretionary compensation when calculating the regular rate of pay for purposes
28 of determining payments for overtime compensation. Thus, when Plaintiff and other Aggrieved

1 Employees received overtime wages, they were not paid the appropriate amount.

2 44. FreedomRoads had, and continues to have, a policy, practice, procedure, guideline,
3 and/or culture of failing to reimburse Aggrieved Employees, including Plaintiff, for all necessary
4 business expenses that were incurred in the discharge of their job duties. For example,
5 FreedomRoads required Plaintiff and, on information and belief, other Aggrieved Employees to
6 purchase their own tools and equipment, such as hand tools and other specialty tools, in order to
7 carry out their work duties. However, Plaintiff and other Aggrieved Employees were not paid
8 double the minimum wage as required by the applicable IWC Wage Order. Plaintiff and, on
9 information and belief, other Aggrieved Employees were also required to use their personal cell
10 phones to call customers, to communicate with suppliers and manufacturers, and to file claims
11 with repairs.

12 45. Despite the requirement that Aggrieved Employees use their personal cell phones
13 and/or purchase their own tools and equipment for work purposes, Plaintiff and other Aggrieved
14 Employees did not receive any reimbursement for these expenses from FreedomRoads in violation
15 of California law.

16 46. Plaintiff alleges that FreedomRoads had, and continues to have, a policy, practice,
17 procedure, guideline, and/or culture of willfully failing to pay former Aggrieved Employees, such
18 as himself, all wages due and owing upon separation of employment and/or the required waiting
19 time penalties for the late payment of such wages. Plaintiff asserts that he and other former
20 Aggrieved Employees were not timely paid all minimum, regular, and/or overtime wages due and
21 owing upon separation of employment because he and other former Aggrieved Employees were
22 not compensated for the time they spent performing work during meal periods and outside of their
23 scheduled shift times. Plaintiff also asserts that he and other former Aggrieved Employees were
24 not timely paid premium wages for unlawful meal, rest, and/or recovery periods at the correct
25 regular rate of pay. Plaintiff further contends that he was not paid all accrued paid time off
26 (“PTO”) hours and bonuses that he was entitled to upon separation of his employment.

27 47. Plaintiff further alleges that FreedomRoads has a policy, practice, procedure,
28 guideline, and/or culture of failing to pay the appropriate waiting time penalties to former

1 Aggrieved Employees, such as himself, as provided under California law.

2 48. FreedomRoads had, and continues to have, a policy, practice, procedure, guideline,
3 and/or culture of furnishing wage statements to Aggrieved Employees that do not accurately
4 reflect the items required by Labor Code § 226(a), including but not limited to, all applicable
5 hourly rates in effect during the pay period, the corresponding number of hours worked at each
6 hourly rate by the employee, the actual gross wages earned, and the actual net wages earned. For
7 example, the wage statements furnished by FreedomRoads did not properly reflect the total hours
8 of compensable time worked by Aggrieved Employees, such as time spent working while clocked
9 out during meal periods, or the correct regular rate of pay for overtime and premium wages.

10 49. Due to the missing and/or incorrect information on the furnished wage statements,
11 Plaintiff and other Aggrieved Employees were unable to promptly and easily determine the total
12 number of hours actually worked, the amount of wages actually earned, the applicable hourly rates
13 in effect during the pay period, and/or the corresponding number of hours worked at each hourly
14 rate, among other things.

15 50. Plaintiff contends that FreedomRoads had, and continues to have, a policy, practice,
16 procedure, guideline, and/or culture of knowingly and intentionally failing to maintain accurate
17 records for Aggrieved Employees, including Plaintiff. As a direct result of FreedomRoads' illegal
18 policies and practices, such as those described herein, FreedomRoads failed to record Aggrieved
19 Employees' actual time worked, the proper beginning and end of each meal period, and actual
20 wages earned and paid, among other things, in violation of California law.

21 51. Plaintiff contends that FreedomRoads retaliated against him and, upon information
22 and belief, other Aggrieved Employees for engaging in the protected activity of making
23 complaints about unpaid wages, unsafe working conditions, and not receiving lawful breaks.
24 Specifically, approximately one week before Plaintiff's termination, Plaintiff verbally reported
25 safety concerns to FreedomRoads' corporate management regarding the lack of eye washing
26 stations at the job site, that no water was provided to employees on hot days, and hazardous
27 conditions resulting from an unfixed sink hole at the job site. Additionally, Plaintiff reported that
28 he was unable to take his breaks and had not received all productivity bonuses and other

1 compensation that he was entitled to. Notably, Plaintiff's service director attempted to prevent
2 Plaintiff from reporting his concerns. Shortly after making these reports to corporate management,
3 Plaintiff was terminated, despite the fact that Plaintiff had not received any written warnings
4 during his employment.

5 52. On June 14, 2023, Plaintiff submitted written notice to the California Labor and
6 Workforce Development Agency ("LWDA") and FreedomRoads as required by the PAGA,
7 informing them of FreedomRoads' alleged violations of the Labor Code, including the facts and
8 theories to support each violation. A true and correct copy of the June 14, 2023 written notice is
9 attached hereto as **Exhibit 1** and is incorporated herein by reference.

10 53. On July 10, 2023, Plaintiff submitted an amended written notice to the LWDA and
11 FreedomRoads informing them of additional facts in support of the legal theories regarding
12 FreedomRoads' Labor Code violations alleged in the original written notice. A true and correct
13 copy of the July 10, 2023, written notice is attached hereto as **Exhibit 2** and is incorporated herein
14 by reference.

15 54. To date, which is more than 65 days after submission of Plaintiff's written notice,
16 the LWDA has not provided notice of its intent to investigate Plaintiff's alleged violations of the
17 Labor Code. Pursuant to the PAGA, Plaintiff has the right to pursue, and does so pursue, the
18 asserted claims in a representative action in his representative capacity on behalf of himself and
19 all other Aggrieved Employees, the general public and the state of California as permitted by
20 Labor Code § 2699.3.

21 55. Plaintiff further believes that additional violations may be discovered and therefore
22 reserves his right to allege additional violations of the law as investigation and discovery warrants.
23 In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative
24 complaint as necessary.

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PAGA DESIGNATION

56. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

57. By and through this representative action, Plaintiff intends to represent the following aggrieved employees:

All current and former non-exempt employees who performed work for Defendants in California during the period commencing one year and sixty-five days prior to the filing of this Complaint through and including the last date of trial (hereinafter the “PAGA Period”) and who have suffered at least one of the violations alleged herein.

58. Plaintiff and all Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

59. A more precise definition of the aggrieved employees may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the group of aggrieved employees as permitted by California law.

60. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to Labor Code § 2699(i).

61. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with the LWDA, FreedomRoads was Plaintiff’s and all other Aggrieved Employees’ employer or person acting on behalf of Aggrieved Employees’ employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, is subject to civil penalties for each underpaid

1 employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any applicable
2 penalties imposed pursuant to Labor Code § 203.

3 62. Plaintiff is an “aggrieved employee” under the PAGA because he was employed by
4 the alleged violator, FreedomRoads, and experienced one or more of the alleged violations
5 outlined herein, and therefore is properly suited to represent the interests of other Aggrieved
6 Employees. (See *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751,
7 761; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519.)

8 63. Plaintiff alleges that all other Aggrieved Employees are also “aggrieved employees”
9 under the PAGA because FreedomRoads employed them, and all Aggrieved Employees
10 experienced one or more of the alleged violations outlined herein.

11 64. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted his administrative
12 remedies because he complied with the notice requirements outlined in Labor Code § 2699.3. On
13 June 14, 2023, Plaintiff submitted notice to the LWDA and FreedomRoads informing them of
14 FreedomRoads’ alleged Labor Code violations pursuant to the PAGA. (See Exh. 1.) On July 10,
15 2023, Plaintiff submitted an amended notice to the LWDA and FreedomRoads asserting additional
16 facts in support of the legal theories alleged in the original notice. (See Exh. 2.) The LWDA had
17 sixty-five (65) days under the PAGA to provide notice of whether it intended to investigate the
18 alleged violations. To date, the LWDA has not provided notice of its intent to investigate the
19 alleged violations. Plaintiff thus has the right to pursue, and does so pursue, the asserted claims
20 under the PAGA in a representative capacity pursuant to Labor Code § 2699.

21 65. As set forth herein, FreedomRoads has committed, and continues to commit,
22 numerous violations of the Labor Code and applicable IWC Wage Order, which entitles Plaintiff,
23 in his representative capacity, to recover, on behalf of himself and all other Aggrieved Employees,
24 the state of California, and the general public, civil penalties and attorneys’ fees and costs from
25 FreedomRoads for the alleged violations, described herein.

26 66. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee
27 for the initial violation, and \$200 per pay period, per employee for each subsequent violation for
28 all Labor Code provisions for which a civil penalty is not specifically provided, including, but not

1 limited to, Labor Code §§ 98.6, 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1102.5, 1174(c),
2 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Plaintiff and other Aggrieved Employees are
3 entitled to, and therefore seek, the civil penalties described in Labor Code § 2699(f) for the
4 violations of law described herein.

5 67. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action
6 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and
7 costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
8 Employees, is entitled to, and therefore seeks, attorneys' fees and costs.

9 **CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 **(By Plaintiff, in his Representative Capacity, against all Defendants)**

12 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

13 [Labor Code §§ 2698 *et seq.*]

14 68. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
15 paragraphs of this Complaint.

16 69. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
17 Employees, is entitled to and thus seeks to recover civil penalties through a representative
18 enforcement action based on Defendants' violations of the following Labor Code and/or IWC
19 Wage Order provisions:

- 20 a. Failing to provide legally compliant meal periods and/or pay premium wages
21 for non-compliant meal periods during employment in violation of Labor
22 Code §§ 226.7, 512, and the "Meal Periods" section of the applicable IWC
23 Wage Order;
- 24 b. Failing to authorize and permit legally compliant rest periods and/or pay
25 premium wages for non-compliant rest periods during employment in
26 violation of Labor Code § 226.7 and the "Rest Periods" section of the
27 applicable IWC Wage Order;
- 28 c. Failing to provide recovery periods and/or pay premium wages in violation

of Labor Code § 226.7 and California Code of Regulations, Title 8, § 3395;

- d. Failing to timely pay all minimum, regular, and/or overtime wages during employment in violation of Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order;
- e. Failing to reimburse for all necessary business expenses in violation of Labor Code § 2802 and the “Uniforms and Equipment” section of the applicable IWC Wage Order;
- f. Failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties in violation of Labor Code §§ 201-203;
- g. Failing to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the “Records” section of the applicable IWC Wage Order;
- h. Failing to maintain accurate employment records in violation of Labor Code §§ 1174, 1174.5, and the “Records” section of the applicable IWC Wage Order; and
- i. Retaliation in violation of Labor Code §§ 98.6 and 1102.5.

70. Labor Code § 98.6(b)(3) provides that, in addition to other remedies available, an employer who violates Labor Code § 98.6 is “liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee who suffered the violation.”

71. Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee, and for each subsequent violation or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty

1 imposed by Labor Code § 210.

2 72. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation for
3 an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which
4 the employer fails to provide the employee a wage deduction statement or fails to keep the records
5 required in section 226(a), in addition to any other penalty provided by law. Plaintiff, in his
6 representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and
7 therefore seeks, the civil penalty imposed by Labor Code § 226.3.

8 73. For violations of Labor Code §§ 510 and 512, in addition to any other recovery
9 provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each
10 underpaid employee for the initial violation and \$100 per pay period for each underpaid employee
11 for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any
12 provision regulating hours and days of work in any order of the IWC. Plaintiff, in his
13 representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and
14 therefore seeks, the civil penalty imposed by Labor Code § 558.

15 74. Labor Code § 1102.5(f) provides that, in addition to other penalties, “an employer
16 that is a corporation or limited liability company is liable for civil penalty not exceeding ten
17 thousand dollars (\$10,000) for each violation of this section.”

18 75. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to
19 maintain accurate and complete records. This civil penalty is in addition to the civil penalty of
20 \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code §
21 2699 for a violation of Labor Code § 1174(d). Plaintiff, in his representative capacity on behalf
22 of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty
23 imposed by Labor Code § 1174.5.

24 76. Labor Code § 1197.1 imposes a civil penalty of \$100 for each underpaid employee
25 for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250
26 for each underpaid employee for each pay period for which the employee is underpaid for paying
27 or causing an employee to be paid a wage less than the minimum wage. Plaintiff, in his
28 representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and

1 therefore seeks, the civil penalty imposed by Labor Code § 1197.1.

2 77. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee
3 for the initial violation, and \$200 per pay period, per employee for each subsequent violation for
4 all Labor Code provisions for which a civil penalty is not specifically provided, including, but not
5 limited to, Labor Code §§ 98.6, 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1102.5, 1174(c),
6 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Plaintiff, in his representative capacity on behalf of
7 himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty
8 imposed by Labor Code § 2699(f).

9 78. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action
10 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and
11 costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
12 Employees, is entitled to, and therefore seeks, attorneys' fees and costs.

13 79. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
14 Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor
15 Code §§ 218.5 and 1194, and Code of Civil Procedure § 1021.5.

16 80. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
17 Employees, requests further relief as described in the below prayer for relief.

18 **PRAYER FOR RELIEF**

19 Plaintiff, in his representative capacity, prays for judgment against Defendants and in favor
20 of the state of California, Plaintiff, and all other Aggrieved Employees as follows:

- 21 a. For any and all civil penalties available for the Labor Code violations alleged
22 herein including, but not limited to, civil penalties under Labor Code §§ 98.6,
23 210, 226.3, 558, 1102.5, 1174.5, 1197.1, 2699(f), and/or other applicable
24 law;
- 25 b. For an order determining that Plaintiff is entitled to recover a civil penalty of
26 \$100 for each aggrieved employee per pay period for the initial violation and
27 \$200 for each aggrieved employee per pay period for each subsequent
28 violation as provided in Labor Code § 2699(f);

- 1 c. For reasonable attorneys' fees and costs of suit to the extent permitted by
2 law, including, but not limited to, Labor Code §§ 218.5, 1194, 2699(g)(1),
3 2802(c), Code of Civil Procedure § 1021.5, and the "common fund" theory,
4 the "substantial benefit" theory, the "catalyst" theory and/or other applicable
5 law; and
6 d. For any and all other relief as this Court deems proper and just and is
7 available under Labor Code §§ 2698 *et seq.*
8
9

10 Dated: August 21, 2023

GRAHAMHOLLIS APC

11 By:



12 Allison E. Schubert

13 Attorneys for Plaintiff Christopher Dudley
14 and All Aggrieved Employees
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EXHIBIT 1

June 14, 2023

Attorneys at Law

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San Diego, California 92103
619.692.0800 voice
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VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

FreedomRoads, LLC
250 Parkway Drive, Suite 270
Lincolnshire, IL 60069-4346

FreedomRoads, LLC
c/o National Registered Agents, Inc., Agent for Service of Process
330 N Brand Blvd
Glendale, CA 91203

Re: Christopher Dudley's Wage and Hour Claims Against
FreedomRoads, LLC dba Camping World

Dear Labor and Workforce Development Agency and FreedomRoads LLC dba Camping World:

Please be advised that Christopher Dudley ("Claimant") has retained our firm to represent him for claims against his former employer, FreedomRoads, LLC dba Camping World ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged Labor Code violations. Claimant claims that the Company committed against him and all other aggrieved employees in California. Claimant provides this notice in accordance with the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") § 2699.3. Claimant intends to file a civil action to enforce his rights under the Labor Code and seeks compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intends to represent himself and all other current and former non-exempt employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during the relevant time period ("Aggrieved Employees").

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

Taylor M. Gee

*Provisionally Licensed Lawyer

FACTUAL BACKGROUND

FreedomRoads, LLC dba Camping World is a Minnesota limited liability company that sells and services recreational vehicles at 13 locations in California and across the United States. The Company is headquartered and has its principal place of business in Lincolnshire, Illinois.

Claimant was employed with the Company as a service technician at Camping World in Fresno, California, from approximately February 8, 2020, to April 7, 2023. Claimant was typically scheduled to work five days a week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. At all times, Claimant was a non-exempt employee and was paid an hourly wage. At the beginning of his employment, Claimant was paid \$28 per hour, which was increased to \$29 per hour, \$34 per hour, and then \$35.00 per hour. Claimant was also eligible to receive productivity bonuses. As a service technician, Claimant's job duties included, but were not limited to, servicing and performing repairs on RVs, predelivery inspections, writing estimates, and providing customer service.

Claimant alleges that the Company denied, and continues to deny, Claimant and other Aggrieved Employees specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order. Specifically, the Company (1) failed to provide Claimant and other Aggrieved Employees with legally compliant meal and rest periods, as well as failed to pay Aggrieved Employees meal and rest period premiums for non-compliant meal and rest periods; (2) failed to provide recovery periods and/or pay premium wages for non-compliant recovery periods; (3) failed to timely pay all minimum, regular, and/or overtime wages; (4) failed to reimburse for business expenses; (5) failed to timely pay Claimant and other former Aggrieved Employees all wages due and owing upon separation of employment; (6) failed to furnish Aggrieved Employees, including Claimant, with accurate itemized wage statements; (7) failed to maintain accurate records; and (8) engaged in retaliation against Claimant.

The Company required Claimant and, on information and belief, other Aggrieved Employees to work through their meal periods, receive less than thirty (30) minute meal periods, take interrupted meal periods, or did not allow them to take meal periods before the end of their fifth hour of work. During his employment with the Company, Claimant was not always able to take a legally compliant meal period. More often than not, Claimant's meal break was either interrupted and/or taken after the end of his fifth hour of work because Claimant's workload did not permit him to take compliant meal breaks. For instance, Claimant was frequently prevented from taking timely meal breaks because he was required to finish servicing customers before taking his meal breaks. Further, Claimant's meal breaks were interrupted by customers, phone calls from manufacturers, and other work-related tasks. Claimant and, on information and belief, other Aggrieved Employees were unable to clock back in during these interruptions because the Company's time clock prevented employees from clocking back in before 30 minutes had elapsed.

The Company further failed to provide Claimant and other Aggrieved employees with ten (10) minute rest breaks per every four hour work period, or major fraction thereof. Claimant often worked through rest breaks, or missed them altogether, because he was required to prioritize customer appointments and other work-related tasks over taking his rest breaks.

Additionally, the Company failed to provide Claimant and, on information and belief, other Aggrieved Employees working outside in the sun with compliant recovery periods, because the Company

did not provide them with off-duty access to shade when the outdoor temperature at the worksite exceeded 80 degrees Fahrenheit. Claimant and, on information and belief, other Aggrieved Employees typically worked outside during their shift. The temperature at Claimant's and other Aggrieved Employees' job sites frequently exceeded 80 degrees Fahrenheit. During the summer months, Claimant and other Aggrieved Employees were forced to work in outdoor temperatures exceeding 100 degrees Fahrenheit. Nonetheless, the Company failed to provide off-duty recovery periods of not less than five (5) minutes to prevent heat illness. Additionally, Claimant and other Aggrieved Employees were not provided with tents, canopies, or any other source of shade, nor was natural shade typically available at the job sites. The breakroom, where cold water was provided, was not easily accessible to Claimant because it was located on the far end of the worksite. Thus, Aggrieved Employees, including Claimant, did not have adequate shade and reasonably accessible water available to take compliant recovery periods and rest from the sun.

Although Claimant and, on information and belief, other Aggrieved Employees did not receive legally compliant meal, rest, and/or recovery periods, the Company did not pay Claimant and other Aggrieved Employees the additional one hour of pay at the employee's regular rate of pay as required under Labor Code § 226.7 and the applicable IWC Wage Order. Accordingly, the Company owes Claimant and other Aggrieved Employees a meal, rest, and/or recovery period premium for each workday that Claimant and other Aggrieved Employees were not provided with a compliant meal, rest, and/or recovery period.

Claimant and, on information and belief, other Aggrieved Employees were not paid all minimum, regular, and/or overtime wages owed for all the time actually worked on the designated paydays. Claimant and other Aggrieved Employees were not properly compensated for all the hours they worked because the Company required them to work through their meal periods, and often required them to perform tasks before clocking in and after clocking out. For example, Claimant and, on information and belief, other Aggrieved Employees were required to wait several minutes before clocking in for work after arriving at the job site. Claimant and other Aggrieved Employees arrived at the time clock at the same time. Upon arrival at the job site, there was a line of employees waiting to clock in for work. As a result, Claimant and other Aggrieved Employees would have to wait several minutes in line in order to clock in. Claimant and other Aggrieved Employees were not compensated for this time spent waiting to clock in. Claimant further alleges that, on multiple occasions, he was required to help service customers after he clocked out for work but was not compensated for this time.

The Company also failed to reimburse Claimant and, on information and belief, other Aggrieved Employees, for all necessary business expenses. Claimant and other Aggrieved Employees were required to purchase their own tools and equipment for work, including hand tools and other specialty tools. The applicable IWC Wage Order mandates employers who require their employees to use tools or other equipment to perform their hired duties to either provide the necessary tools or equipment, or pay their employees double the minimum wage. Claimant and other Aggrieved Employees were required to purchase their own tools for work purposes but were not paid double the minimum wage, in violation of California law. Likewise, Claimant and other Aggrieved Employees were required to use their personal cell phones to call customers, communicate with RV suppliers, and file claims for repairs, among other things, but were not provided reimbursement by the Company.

As a direct result of the aforementioned Labor Code violations, the Company did not pay Claimant and, on information and belief, other Aggrieved Employees all wages due and owing upon separation of

employment, including minimum, regular, and overtime wages for all hours worked, and meal, rest, and recovery period premium wages. The Company also failed to pay Claimant his accrued PTO on his final paycheck. Claimant and other former Aggrieved Employees are therefore entitled to waiting time penalties pursuant to Labor Code § 203.

Claimant contends that the Company furnished Aggrieved Employees, including himself, with wage statements that do not comply with California law. Claimant alleges that the wage statements furnished to him and other Aggrieved Employees did not correctly show the information required by Labor Code § 226(a), including, but not limited to, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, the gross wages actually earned, and the net actual wages earned. Due to the missing and/or incorrect information, Claimant and other Aggrieved Employees were unable to promptly and easily determine the total number of hours worked or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

As a direct result of the Company's illegal policies and procedures, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and other Aggrieved Employees' actual time worked, the beginning and end of each meal period, and actual wages earned and paid, in violation of California law.

The Company also engaged in retaliation against Claimant and wrongfully terminated him in violation of Labor Code §§ 98.6 and 1102.5. Claimant made several complaints to his supervisor for being unable to take his breaks, not receiving productivity bonuses and other compensation he was entitled to, and requesting an eyewash station. Upon information and belief, the Company terminated Claimant for making these complaints, thus engaging in unlawful retaliation against Claimant.

Due to the foregoing Labor Code violations, the Company denied, and continues to deny, Claimant and other Aggrieved Employees certain rights afforded them under the Labor Code and applicable IWC Wage Order. Claimant makes these claims against the Company on behalf of himself and other Aggrieved Employees.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of himself and all other current or former Aggrieved Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope

of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

**FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND
AUTHORIZE AND PERMIT REST PERIODS**

(Labor Code §§ 226.7, 512, and the “Meal Periods” and
“Rest Periods” sections of the Applicable IWC Wage Order)

Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) further states, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code § 512(a) states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...[and] shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at p. 1040 [internal citations omitted].)

The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” Moreover, “[a]n employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of employer and employee only if the first meal period was not waived.” The IWC Wage Order further states, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

The “Meal Periods” section of the applicable IWC Wage Order also states, “[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

The “Rest Periods” section of the applicable IWC Wage Order provides, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

As set forth above, the Company failed to provide Claimant and, on information and belief, other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work, and did not authorize and permit Claimant and other Aggrieved Employees to take legally compliant rest periods, as required by California law. The Company failed to pay Claimant and, on information and belief, other Aggrieved Employees one hour of premium wages for each day a compliant meal and/or rest period was not provided. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO PROVIDE RECOVERY PERIODS

(Labor Code § 226.7 and California Code of Regulations, Title 8, § 3395)

Labor Code § 226.7(a) states that “‘recovery period’ means a cooldown period afforded an employee to prevent heat illness.” Labor Code § 226.7(b) further states, “[a]n employer shall not require an employee to work during a...recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.” If an employer fails to provide an employee with a recovery period in accordance with state law, “the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the ... recovery period is not provided.” (Labor Code § 226.7(c).)

California Code of Regulations, Title 8, § 3395(d)(1) states that: “Shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling”

California Code of Regulations, Title 8, § 3395(d)(3) further states that “[e]mployees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.”

California Code of Regulations, Title 8, § 3395(i) further provides, “[t]he employer shall establish, implement, and maintain, an effective heat illness prevention plan. The plan shall be in writing in both English and the language understood by the majority of the employees and shall be made available at the

worksite to employees and to representatives of the Division upon request.”

California Code of Regulations, Title 8, § 3395(c) also provides that “[e]mployees shall have access to potable drinking water...including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. ... The frequent drinking of water...shall be encouraged.”

As set forth above, the Company failed to provide Claimant and, on information and belief, other Aggrieved Employees with compliant recovery periods. The Company also did not provide the employees with off-duty access to shade when the outdoor temperature at the worksite exceeded 80 degrees Fahrenheit. The Company likewise failed to establish, implement, and maintain an effective heat illness prevention plan. Even though Claimant and Aggrieved Employees were not authorized or permitted to take lawful recovery periods, the Company did not pay the appropriate recovery period premium wages, in violation of Labor Code § 226.7 and California Code of Regulations, Title 8, § 3395(d). Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the
“Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable on twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The “Minimum Wages” section of the applicable IWC Wage Order further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1197.1 provides that, “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203...”

Labor Code § 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for

employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code § 510 provides, “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements.

Labor Code § 1194(a) mandates that “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code § 1194.2.

Labor Code § 558 provides that “any 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” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to pay Claimant and, on information and belief, other Aggrieved Employees all minimum, regular, and overtime wages for all time engaged in work on behalf of the Company, including during meal periods, before clocking in and after clocking out for their scheduled shifts. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code § 2802 and the “Uniforms and Equipment” section of the applicable IWC Wage Order)

Labor Code § 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code § 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that he receive interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

Additionally, the “Uniforms and Equipment” section of the applicable IWC Wage Order states that: “When 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 grade or craft.”

As set forth above, the Company required Claimant and, on information and belief, other Aggrieved Employees to provide their own tools and equipment. However, Claimant and Aggrieved Employees were not compensated two times the minimum wage as required by the applicable IWC Wage Order. The Company further required Claimant and other Aggrieved Employees to use their personal cell phones in the discharge of their job duties without reimbursement. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

**FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT**

(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 states, in pertinent part: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

Labor Code § 203(a) further states, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

As set forth above, the Company violated these Labor Code sections by not paying Claimant and other Aggrieved Employees all minimum, regular, and overtime wages owed, as well as meal, rest, and recovery premium wages owed, within the required time upon separation of their employment. Based on information and belief, Claimant further contends that the Company did not pay former Aggrieved Employees the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies for these alleged violations on behalf of himself and all other former Aggrieved Employees of the Company to the extent allowed by the law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226 and 226.3, and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part: “An employer, semimonthly or at the time of each payment of wages, shall furnish each of his or her employee, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and... (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...”

The “Records” section of the applicable IWC Wage Order further provides, in pertinent part: “Every employer shall semimonthly or at the time of each payment of wages furnish to each employee...an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.”

Labor Code § 226(e)(1) provides: “An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

Labor Code § 226(h) states, “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As discussed above, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements did not, among other things, include the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, the gross actual wages earned, and the net wages actually earned. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

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FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 1174 states, “[e]very person employing labor in this state shall... [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, ..., employees employed at the respective plants or establishments.”

The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per Aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

As set forth above, the Company violated its recordkeeping requirements by failing to accurately record employee hours worked including, but not limited to, the Company’s failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

RETALIATION

(Labor Code §§ 98.6 and 1102.5)

Labor Code § 98.6(a) states, “[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant ... made a written or oral complaint that he or he is owed unpaid wages, ... or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.” In addition to other remedies available, an employer who violates Labor Code § 98.6 is “liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation.” (Labor Code § 98.6(a)(3).)

Labor Code § 1102.5(b) states, “[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, ... to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, ... if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.” In addition to other penalties, “an

employer that is a corporation or limited liability Companies is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.” (Labor Code § 1102.5(f).)

As set forth above, the Company engaged in retaliation against Claimant and wrongfully terminated him after he made complaints to his supervisor regarding non-compliant breaks, not receiving compensation due to him, and requesting an eyewash station. Claimant will pursue all available remedies for the Company’s violations to the extent allowed by law.

**CIVIL PENALTIES FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE
IWC WAGE ORDER**

(Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558.1) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Labor Code § 558.1(a) further states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. (Labor Code § 558.1(b).)

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: “(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated

damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 98.6, 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 2802, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to provide legally compliant meal, rest, and/or recovery periods and/or timely pay premium wages; failing to timely pay all minimum, regular, and/or overtime wages; failing to reimburse for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate records; and engaging in retaliation. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

ATTORNEY’S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, and 2698 *et seq.*)

Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, and 2698 *et seq.*, among others, give employees, such as Claimant, the right to recover in a civil action the full amount of damages, liquidated damages, and penalties, including interest thereon, as well as reasonable attorney’s fees and costs.

Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney’s fees and costs. Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs, and attorney’s fees, and he will continue to incur such costs as a result of the Company’s unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of himself and all other Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and continues to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights

and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Aggrieved Employees, as permitted by the PAGA.

Very truly yours,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive, flowing style.

Nathan Reese

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Amy Bevan](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, June 14, 2023 3:02:19 PM

6/14/2023

LWDA Case No. LWDA-CM-961993-23
Law Firm : GrahamHollis, APC
Plaintiff Name : Christopher Dudley
Employer: FreedomRoads, LLC dba Camping World
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Grahamhollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5415 3603 23

Freedomroads, LLC
Freedomroads, LLC
250 PARKWAY DR STE 270
LINCOLNSHIRE IL 60069-4346



11134-36150 DUDLEY FREEDOMROADS PAGA AEB

\$8.23 US POSTAGE
FIRST-CLASS

Jun 14 2023
Mailed from ZIP 92103
4 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 7

11923275



stamps
endicia

062S0014949895

Grahamhollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5415 3686 64

Freedomroads, LLC
co National Registered Agents AFSOP
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336



11134-36150 DUDLEY FREEDOMROADS PAGA AEB

\$8.23 US POSTAGE
FIRST-CLASS

Jun 14 2023

Mailed from ZIP 92103

4 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 2

11923275



stamps
endicia

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June 17, 2023

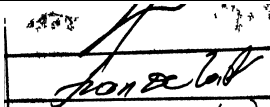
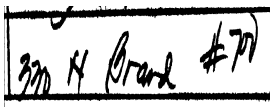
Dear Reference 11134 36150 DUDLEY FREEDOMROADS PAGA AEB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5415 3686 64.

Item Details

Status:	Delivered to Agent for Final Delivery
Status Date / Time:	June 16, 2023, 7:58 am
Location:	GLENDALE, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	co National Registered Agents AFSOP Freedomroads

Recipient Signature

Signature of Recipient: (Authorized Agent)	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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Freedomroads, LLC
co National Registered Agents AFSOP
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336



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FIRST-CLASS
Jun 14 2023
Mailed from ZIP 92103
4 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 2
11923275



062S0001442146

Reference	11134-36150 DUDLEY FREEDOMROADS PAGA AEB
USPS #	9414811898765415368664
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item has been delivered to an agent for final delivery in GLENDALE, CA 91209 on June 16, 2023 at 7:58 am.
USPS History	Available for Pickup, 06/16/2023, 7:01 am, GLENDALE, CA 91209 Arrived at Post Office, 06/16/2023, 6:44 am, GLENDALE, CA 91205 Available for Pickup, 06/16/2023, 6:18 am, GLENDALE, CA 91203 Out for Delivery, 06/16/2023, 6:10 am, GLENDALE, CA 91203 Arrived at USPS Facility, June 15, 2023, 2:07 pm, GLENDALE, CA 91209 Arrived at USPS Facility, June 15, 2023, 1:19 pm, GLENDALE, CA 91205 Departed USPS Regional Facility, 06/15/2023, 12:15 pm, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, June 15, 2023, 8:10 am, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 06/14/2023, 10:20 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 14, 2023, 9:05 pm, SAN DIEGO, CA 92103

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Date Verified: 06/17/2023 01:08:57 (UTC)



June 22, 2023

Dear Reference 11134 36150 DUDLEY FREEDOMROADS PAGA AEB:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5415 3603 23.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	June 21, 2023, 12:46 pm
Location:	LINCOLNSHIRE, IL 60069
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Freedomroads LLC Freedomroads LLC

Recipient Signature

Signature of Recipient:

S. Curry
S. Coleman

Address of Recipient:

2504
St. Louis

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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Grahamhollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

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ZONE 7
11923275



Freedomroads, LLC
Freedomroads, LLC
250 PARKWAY DR STE 270
LINCOLNSHIRE IL 60069-4346



Reference	11134-36150 DUDLEY FREEDOMROADS PAGA AEB
USPS #	9414811898765415360323
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 12:46 pm on June 21, 2023 in LINCOLNSHIRE, IL 60069.
USPS History	Out for Delivery, 06/21/2023, 6:10 am, LINCOLNSHIRE, IL 60069 Arrived at Post Office, 06/21/2023, 5:19 am, LINCOLNSHIRE, IL 60069 Departed USPS Regional Destination Facility, 06/20/2023, 11:12 pm, PALATINE IL DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 06/20/2023, 8:45 pm, PALATINE IL DISTRIBUTION CENTER In Transit to Next Facility, 06/18/2023 In Transit to Next Facility, 06/16/2023 In Transit to Next Facility, 06/15/2023 Arrived at USPS Regional Origin Facility, 06/14/2023, 8:16 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 14, 2023, 7:01 pm, SAN DIEGO, CA 92103

EXHIBIT 2

July 10, 2023

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Allison E. Schubert
aschubert@grahamhollis.com
619.436.5592 direct

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

FreedomRoads, LLC
250 Parkway Drive, Suite 270
Lincolnshire, IL 60069-4346

FreedomRoads, LLC
c/o National Registered Agents, Inc., Agent for Service of Process
330 N Brand Blvd
Glendale, CA 91203

**Re: LWDA Case No.: LWDA-CM-961993-23
Amended Notice of Christopher Dudley's PAGA Claims
Against FreedomRoads, LLC dba Camping World**

Dear Labor and Workforce Development Agency and FreedomRoads LLC dba Camping World:

This letter shall serve as Christopher Dudley's ("Claimant") amended written notice to the California Labor and Workforce Development Agency ("LWDA") and FreedomRoads LLC dba Camping World ("the Company") of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Company committed against him and all other aggrieved employees in California during the relevant statutory period. Claimant provides this amended notice, which includes additional facts in support of the legal theories regarding the Company's Labor Code violations alleged in the original written notice, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, "PAGA"), Labor Code § 2699.3.

Pursuant to Labor Code § 2699(a), and by way of this amended notice, Claimant also intends to represent himself and all other current and former non-exempt employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during the relevant time period ("Aggrieved Employees").

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

Taylor M. Gee

*Provisionally Licensed Lawyer

Claimant incorporates by reference all of the factual allegations and legal theories asserted in Claimant's June 14, 2023 written notice as if stated herein. A true and correct copy of Claimant's original notice letter ("Original Notice") is attached as **Exhibit A**. Since the filing of the Original Notice, Claimant has become aware of new information and amends the Original Notice to add the following:

ADDITIONAL FACTS

Claimant alleges that the Company had a policy, practice, procedure, guideline, and/or culture of failing to include non-discretionary bonuses in the regular rate of pay for purposes of calculating overtime wages and meal and rest period premium wages paid to him and other Aggrieved Employees. Consequently, Claimant and other Aggrieved Employees were not paid the appropriate amount for overtime wages and meal and rest period premium wages. For instance, Claimant received a non-discretionary productivity bonus for each calendar month in which he satisfied productivity targets set forth in the applicable bonus plan. The Company failed to use Claimant's non-discretionary compensation when calculating the regular rate of pay for purposes of determining payments for overtime compensation and premium wages. Thus, when Claimant received overtime and premium wages, he was not paid the correct amount.

As a result of the Company's failure to include non-discretionary bonuses into the regular rate of pay when calculating overtime and premium wages, Claimant's and other Aggrieved Employees' wage statements did not accurately reflect their gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period. Thus, Aggrieved Employees' wage statements failed to accurately reflect gross wages earned by the employees or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The Company therefore violated Labor Code § 226. In addition, Claimant and other former Aggrieved Employees are owed waiting time penalties for the Company's failure to timely pay all overtime and meal and rest premium wages due upon separation of employment. (See *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93 [meal and rest period premiums constitute wages due and owing and thus must be factored into potential waiting time penalties].)

All facts, claims and/or legal theories contained within this amended notice as well as in the Original Notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims and/or legal theories contained in this amended written notice, as well as those in the Original Notice, are based on information available at the time of the respective writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories discovered after the sending of this letter on behalf of himself and other current and former aggrieved employees against the Company and/or other persons that may be later discovered. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged in this amended notice and/or Original Notice or otherwise participated in or ratified any or all of the acts and/or omissions complained of in this amended notice and/or Original Notice, and/or were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims by amending this letter and/or by adding facts and/or claims to his civil complaint.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Very truly yours,


Allison Schubert

Enclosures: Exhibit A – Letter to the LWDA, dated June 14, 2023 (“Original Notice”)

EXHIBIT A

June 14, 2023

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Nathan Reese
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VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

FreedomRoads, LLC
250 Parkway Drive, Suite 270
Lincolnshire, IL 60069-4346

FreedomRoads, LLC
c/o National Registered Agents, Inc., Agent for Service of Process
330 N Brand Blvd
Glendale, CA 91203

Re: Christopher Dudley's Wage and Hour Claims Against
FreedomRoads, LLC dba Camping World

Dear Labor and Workforce Development Agency and FreedomRoads LLC dba Camping World:

Please be advised that Christopher Dudley ("Claimant") has retained our firm to represent him for claims against his former employer, FreedomRoads, LLC dba Camping World ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged Labor Code violations. Claimant claims that the Company committed against him and all other aggrieved employees in California. Claimant provides this notice in accordance with the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") § 2699.3. Claimant intends to file a civil action to enforce his rights under the Labor Code and seeks compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intends to represent himself and all other current and former non-exempt employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during the relevant time period ("Aggrieved Employees").

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

Taylor M. Gee

*Provisionally Licensed Lawyer

FACTUAL BACKGROUND

FreedomRoads, LLC dba Camping World is a Minnesota limited liability company that sells and services recreational vehicles at 13 locations in California and across the United States. The Company is headquartered and has its principal place of business in Lincolnshire, Illinois.

Claimant was employed with the Company as a service technician at Camping World in Fresno, California, from approximately February 8, 2020, to April 7, 2023. Claimant was typically scheduled to work five days a week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. At all times, Claimant was a non-exempt employee and was paid an hourly wage. At the beginning of his employment, Claimant was paid \$28 per hour, which was increased to \$29 per hour, \$34 per hour, and then \$35.00 per hour. Claimant was also eligible to receive productivity bonuses. As a service technician, Claimant's job duties included, but were not limited to, servicing and performing repairs on RVs, predelivery inspections, writing estimates, and providing customer service.

Claimant alleges that the Company denied, and continues to deny, Claimant and other Aggrieved Employees specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order. Specifically, the Company (1) failed to provide Claimant and other Aggrieved Employees with legally compliant meal and rest periods, as well as failed to pay Aggrieved Employees meal and rest period premiums for non-compliant meal and rest periods; (2) failed to provide recovery periods and/or pay premium wages for non-compliant recovery periods; (3) failed to timely pay all minimum, regular, and/or overtime wages; (4) failed to reimburse for business expenses; (5) failed to timely pay Claimant and other former Aggrieved Employees all wages due and owing upon separation of employment; (6) failed to furnish Aggrieved Employees, including Claimant, with accurate itemized wage statements; (7) failed to maintain accurate records; and (8) engaged in retaliation against Claimant.

The Company required Claimant and, on information and belief, other Aggrieved Employees to work through their meal periods, receive less than thirty (30) minute meal periods, take interrupted meal periods, or did not allow them to take meal periods before the end of their fifth hour of work. During his employment with the Company, Claimant was not always able to take a legally compliant meal period. More often than not, Claimant's meal break was either interrupted and/or taken after the end of his fifth hour of work because Claimant's workload did not permit him to take compliant meal breaks. For instance, Claimant was frequently prevented from taking timely meal breaks because he was required to finish servicing customers before taking his meal breaks. Further, Claimant's meal breaks were interrupted by customers, phone calls from manufacturers, and other work-related tasks. Claimant and, on information and belief, other Aggrieved Employees were unable to clock back in during these interruptions because the Company's time clock prevented employees from clocking back in before 30 minutes had elapsed.

The Company further failed to provide Claimant and other Aggrieved employees with ten (10) minute rest breaks per every four hour work period, or major fraction thereof. Claimant often worked through rest breaks, or missed them altogether, because he was required to prioritize customer appointments and other work-related tasks over taking his rest breaks.

Additionally, the Company failed to provide Claimant and, on information and belief, other Aggrieved Employees working outside in the sun with compliant recovery periods, because the Company

did not provide them with off-duty access to shade when the outdoor temperature at the worksite exceeded 80 degrees Fahrenheit. Claimant and, on information and belief, other Aggrieved Employees typically worked outside during their shift. The temperature at Claimant's and other Aggrieved Employees' job sites frequently exceeded 80 degrees Fahrenheit. During the summer months, Claimant and other Aggrieved Employees were forced to work in outdoor temperatures exceeding 100 degrees Fahrenheit. Nonetheless, the Company failed to provide off-duty recovery periods of not less than five (5) minutes to prevent heat illness. Additionally, Claimant and other Aggrieved Employees were not provided with tents, canopies, or any other source of shade, nor was natural shade typically available at the job sites. The breakroom, where cold water was provided, was not easily accessible to Claimant because it was located on the far end of the worksite. Thus, Aggrieved Employees, including Claimant, did not have adequate shade and reasonably accessible water available to take compliant recovery periods and rest from the sun.

Although Claimant and, on information and belief, other Aggrieved Employees did not receive legally compliant meal, rest, and/or recovery periods, the Company did not pay Claimant and other Aggrieved Employees the additional one hour of pay at the employee's regular rate of pay as required under Labor Code § 226.7 and the applicable IWC Wage Order. Accordingly, the Company owes Claimant and other Aggrieved Employees a meal, rest, and/or recovery period premium for each workday that Claimant and other Aggrieved Employees were not provided with a compliant meal, rest, and/or recovery period.

Claimant and, on information and belief, other Aggrieved Employees were not paid all minimum, regular, and/or overtime wages owed for all the time actually worked on the designated paydays. Claimant and other Aggrieved Employees were not properly compensated for all the hours they worked because the Company required them to work through their meal periods, and often required them to perform tasks before clocking in and after clocking out. For example, Claimant and, on information and belief, other Aggrieved Employees were required to wait several minutes before clocking in for work after arriving at the job site. Claimant and other Aggrieved Employees arrived at the time clock at the same time. Upon arrival at the job site, there was a line of employees waiting to clock in for work. As a result, Claimant and other Aggrieved Employees would have to wait several minutes in line in order to clock in. Claimant and other Aggrieved Employees were not compensated for this time spent waiting to clock in. Claimant further alleges that, on multiple occasions, he was required to help service customers after he clocked out for work but was not compensated for this time.

The Company also failed to reimburse Claimant and, on information and belief, other Aggrieved Employees, for all necessary business expenses. Claimant and other Aggrieved Employees were required to purchase their own tools and equipment for work, including hand tools and other specialty tools. The applicable IWC Wage Order mandates employers who require their employees to use tools or other equipment to perform their hired duties to either provide the necessary tools or equipment, or pay their employees double the minimum wage. Claimant and other Aggrieved Employees were required to purchase their own tools for work purposes but were not paid double the minimum wage, in violation of California law. Likewise, Claimant and other Aggrieved Employees were required to use their personal cell phones to call customers, communicate with RV suppliers, and file claims for repairs, among other things, but were not provided reimbursement by the Company.

As a direct result of the aforementioned Labor Code violations, the Company did not pay Claimant and, on information and belief, other Aggrieved Employees all wages due and owing upon separation of

employment, including minimum, regular, and overtime wages for all hours worked, and meal, rest, and recovery period premium wages. The Company also failed to pay Claimant his accrued PTO on his final paycheck. Claimant and other former Aggrieved Employees are therefore entitled to waiting time penalties pursuant to Labor Code § 203.

Claimant contends that the Company furnished Aggrieved Employees, including himself, with wage statements that do not comply with California law. Claimant alleges that the wage statements furnished to him and other Aggrieved Employees did not correctly show the information required by Labor Code § 226(a), including, but not limited to, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, the gross wages actually earned, and the net actual wages earned. Due to the missing and/or incorrect information, Claimant and other Aggrieved Employees were unable to promptly and easily determine the total number of hours worked or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

As a direct result of the Company's illegal policies and procedures, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and other Aggrieved Employees' actual time worked, the beginning and end of each meal period, and actual wages earned and paid, in violation of California law.

The Company also engaged in retaliation against Claimant and wrongfully terminated him in violation of Labor Code §§ 98.6 and 1102.5. Claimant made several complaints to his supervisor for being unable to take his breaks, not receiving productivity bonuses and other compensation he was entitled to, and requesting an eyewash station. Upon information and belief, the Company terminated Claimant for making these complaints, thus engaging in unlawful retaliation against Claimant.

Due to the foregoing Labor Code violations, the Company denied, and continues to deny, Claimant and other Aggrieved Employees certain rights afforded them under the Labor Code and applicable IWC Wage Order. Claimant makes these claims against the Company on behalf of himself and other Aggrieved Employees.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of himself and all other current or former Aggrieved Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope

of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

**FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND
AUTHORIZE AND PERMIT REST PERIODS**

(Labor Code §§ 226.7, 512, and the “Meal Periods” and
“Rest Periods” sections of the Applicable IWC Wage Order)

Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) further states, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code § 512(a) states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...[and] shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at p. 1040 [internal citations omitted].)

The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” Moreover, “[a]n employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of employer and employee only if the first meal period was not waived.” The IWC Wage Order further states, “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

The “Meal Periods” section of the applicable IWC Wage Order also states, “[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

The “Rest Periods” section of the applicable IWC Wage Order provides, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

As set forth above, the Company failed to provide Claimant and, on information and belief, other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work, and did not authorize and permit Claimant and other Aggrieved Employees to take legally compliant rest periods, as required by California law. The Company failed to pay Claimant and, on information and belief, other Aggrieved Employees one hour of premium wages for each day a compliant meal and/or rest period was not provided. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO PROVIDE RECOVERY PERIODS

(Labor Code § 226.7 and California Code of Regulations, Title 8, § 3395)

Labor Code § 226.7(a) states that “‘recovery period’ means a cooldown period afforded an employee to prevent heat illness.” Labor Code § 226.7(b) further states, “[a]n employer shall not require an employee to work during a...recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.” If an employer fails to provide an employee with a recovery period in accordance with state law, “the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the ... recovery period is not provided.” (Labor Code § 226.7(c).)

California Code of Regulations, Title 8, § 3395(d)(1) states that: “Shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling”

California Code of Regulations, Title 8, § 3395(d)(3) further states that “[e]mployees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.”

California Code of Regulations, Title 8, § 3395(i) further provides, “[t]he employer shall establish, implement, and maintain, an effective heat illness prevention plan. The plan shall be in writing in both English and the language understood by the majority of the employees and shall be made available at the

worksite to employees and to representatives of the Division upon request.”

California Code of Regulations, Title 8, § 3395(c) also provides that “[e]mployees shall have access to potable drinking water...including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. ... The frequent drinking of water...shall be encouraged.”

As set forth above, the Company failed to provide Claimant and, on information and belief, other Aggrieved Employees with compliant recovery periods. The Company also did not provide the employees with off-duty access to shade when the outdoor temperature at the worksite exceeded 80 degrees Fahrenheit. The Company likewise failed to establish, implement, and maintain an effective heat illness prevention plan. Even though Claimant and Aggrieved Employees were not authorized or permitted to take lawful recovery periods, the Company did not pay the appropriate recovery period premium wages, in violation of Labor Code § 226.7 and California Code of Regulations, Title 8, § 3395(d). Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the
“Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable on twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The “Minimum Wages” section of the applicable IWC Wage Order further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1197.1 provides that, “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203...”

Labor Code § 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for

employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code § 510 provides, “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements.

Labor Code § 1194(a) mandates that “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code § 1194.2.

Labor Code § 558 provides that “any 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” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to pay Claimant and, on information and belief, other Aggrieved Employees all minimum, regular, and overtime wages for all time engaged in work on behalf of the Company, including during meal periods, before clocking in and after clocking out for their scheduled shifts. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code § 2802 and the “Uniforms and Equipment” section of the applicable IWC Wage Order)

Labor Code § 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code § 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that he receive interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

Additionally, the “Uniforms and Equipment” section of the applicable IWC Wage Order states that: “When 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 grade or craft.”

As set forth above, the Company required Claimant and, on information and belief, other Aggrieved Employees to provide their own tools and equipment. However, Claimant and Aggrieved Employees were not compensated two times the minimum wage as required by the applicable IWC Wage Order. The Company further required Claimant and other Aggrieved Employees to use their personal cell phones in the discharge of their job duties without reimbursement. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

**FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT**

(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 states, in pertinent part: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

Labor Code § 203(a) further states, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

As set forth above, the Company violated these Labor Code sections by not paying Claimant and other Aggrieved Employees all minimum, regular, and overtime wages owed, as well as meal, rest, and recovery premium wages owed, within the required time upon separation of their employment. Based on information and belief, Claimant further contends that the Company did not pay former Aggrieved Employees the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies for these alleged violations on behalf of himself and all other former Aggrieved Employees of the Company to the extent allowed by the law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226 and 226.3, and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part: “An employer, semimonthly or at the time of each payment of wages, shall furnish each of his or her employee, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and... (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...”

The “Records” section of the applicable IWC Wage Order further provides, in pertinent part: “Every employer shall semimonthly or at the time of each payment of wages furnish to each employee...an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.”

Labor Code § 226(e)(1) provides: “An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

Labor Code § 226(h) states, “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As discussed above, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements did not, among other things, include the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, the gross actual wages earned, and the net wages actually earned. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

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FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 1174 states, “[e]very person employing labor in this state shall... [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, ..., employees employed at the respective plants or establishments.”

The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period and meal period, total hours worked in the payroll period and applicable rates of pay, and total wages paid each payroll period.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per Aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

As set forth above, the Company violated its recordkeeping requirements by failing to accurately record employee hours worked including, but not limited to, the Company’s failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

RETALIATION

(Labor Code §§ 98.6 and 1102.5)

Labor Code § 98.6(a) states, “[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant ... made a written or oral complaint that he or he is owed unpaid wages, ... or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.” In addition to other remedies available, an employer who violates Labor Code § 98.6 is “liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation.” (Labor Code § 98.6(a)(3).)

Labor Code § 1102.5(b) states, “[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, ... to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, ... if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.” In addition to other penalties, “an

employer that is a corporation or limited liability Companies is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.” (Labor Code § 1102.5(f).)

As set forth above, the Company engaged in retaliation against Claimant and wrongfully terminated him after he made complaints to his supervisor regarding non-compliant breaks, not receiving compensation due to him, and requesting an eyewash station. Claimant will pursue all available remedies for the Company’s violations to the extent allowed by law.

**CIVIL PENALTIES FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE
IWC WAGE ORDER**

(Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558.1) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

Labor Code § 558.1(a) further states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. (Labor Code § 558.1(b).)

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: “(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated

damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 98.6, 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 2802, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to provide legally compliant meal, rest, and/or recovery periods and/or timely pay premium wages; failing to timely pay all minimum, regular, and/or overtime wages; failing to reimburse for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate records; and engaging in retaliation. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein for the Company’s violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

ATTORNEY’S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, and 2698 *et seq.*)

Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, and 2698 *et seq.*, among others, give employees, such as Claimant, the right to recover in a civil action the full amount of damages, liquidated damages, and penalties, including interest thereon, as well as reasonable attorney’s fees and costs.

Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney’s fees and costs. Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs, and attorney’s fees, and he will continue to incur such costs as a result of the Company’s unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of himself and all other Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and continues to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights

and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Aggrieved Employees, as permitted by the PAGA.

Very truly yours,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive, flowing style.

Nathan Reese

Grahamhollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

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Freedomroads, LLC
250 PARKWAY DR STE 270
LINCOLNSHIRE IL 60069-4346



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June 17, 2023

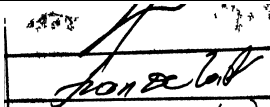
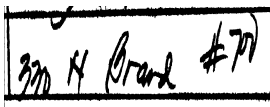
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9414 8118 9876 5415 3686 64.

Item Details

Status:	Delivered to Agent for Final Delivery
Status Date / Time:	June 16, 2023, 7:58 am
Location:	GLENDALE, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	co National Registered Agents AFSOP Freedomroads

Recipient Signature

Signature of Recipient: (Authorized Agent)	
Address of Recipient:	

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USPS #	9414811898765415368664
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item has been delivered to an agent for final delivery in GLENDALE, CA 91209 on June 16, 2023 at 7:58 am.
USPS History	Available for Pickup, 06/16/2023, 7:01 am, GLENDALE, CA 91209 Arrived at Post Office, 06/16/2023, 6:44 am, GLENDALE, CA 91205 Available for Pickup, 06/16/2023, 6:18 am, GLENDALE, CA 91203 Out for Delivery, 06/16/2023, 6:10 am, GLENDALE, CA 91203 Arrived at USPS Facility, June 15, 2023, 2:07 pm, GLENDALE, CA 91209 Arrived at USPS Facility, June 15, 2023, 1:19 pm, GLENDALE, CA 91205 Departed USPS Regional Facility, 06/15/2023, 12:15 pm, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, June 15, 2023, 8:10 am, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 06/14/2023, 10:20 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 14, 2023, 9:05 pm, SAN DIEGO, CA 92103

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June 22, 2023

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The following is in response to your request for proof of delivery on your item with the tracking number:
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Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	June 21, 2023, 12:46 pm
Location:	LINCOLNSHIRE, IL 60069
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	Freedomroads LLC Freedomroads LLC

Recipient Signature

Signature of Recipient:

S. Curry
S. Coleman

Address of Recipient:

2504
Dudley

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Freedomroads, LLC
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Reference	11134-36150 DUDLEY FREEDOMROADS PAGA AEB
USPS #	9414811898765415360323
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 12:46 pm on June 21, 2023 in LINCOLNSHIRE, IL 60069.
USPS History	Out for Delivery, 06/21/2023, 6:10 am, LINCOLNSHIRE, IL 60069 Arrived at Post Office, 06/21/2023, 5:19 am, LINCOLNSHIRE, IL 60069 Departed USPS Regional Destination Facility, 06/20/2023, 11:12 pm, PALATINE IL DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 06/20/2023, 8:45 pm, PALATINE IL DISTRIBUTION CENTER In Transit to Next Facility, 06/18/2023 In Transit to Next Facility, 06/16/2023 In Transit to Next Facility, 06/15/2023 Arrived at USPS Regional Origin Facility, 06/14/2023, 8:16 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 14, 2023, 7:01 pm, SAN DIEGO, CA 92103

From: [DIR PAGA Unit](#)
To: [Amy Bevan](#)
Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Monday, July 10, 2023 11:04:10 AM

07/10/2023 11:03:24 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Grahamhollis APC
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

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FreedomRoads, LLC
FreedomRoads, LLC
250 PARKWAY DR STE 270
LINCOLNSHIRE IL 60069-4346



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July 14, 2023

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Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	July 13, 2023, 7:54 am
Location:	GLENDALE, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
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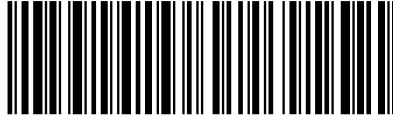
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USPS #	9414811898765419702457
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 7:54 am on July 13, 2023 in GLENDALE, CA 91209.
USPS History	Available for Pickup, 07/12/2023, 5:08 pm, GLENDALE, CA 91209 Notice Left (No Authorized Recipient Available), 07/12/2023, 10:59 am, GLENDALE, CA 91209 Arrived at Post Office, 07/12/2023, 10:56 am, GLENDALE, CA 91205 Departed USPS Regional Facility, July 11, 2023, 3:41 pm, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, July 11, 2023, 8:15 am, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 07/10/2023, 9:45 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, July 10, 2023, 8:30 pm, SAN DIEGO, CA 92103

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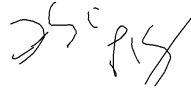
Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	July 17, 2023, 11:20 am
Location:	LINCOLNSHIRE, IL 60069
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	FreedomRoads LLC FreedomRoads LLC

Recipient Signature

Signature of Recipient:



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USPS Status	Your item was delivered to the front desk, reception area, or mail room at 11:20 am on July 17, 2023 in LINCOLNSHIRE, IL 60069.
USPS History	Redelivery Scheduled for Next Business Day, 07/15/2023, 9:17 am, LINCOLNSHIRE, IL 60069 Out for Delivery, 07/15/2023, 9:12 am, LINCOLNSHIRE, IL 60069 Arrived at Post Office, 07/15/2023, 9:01 am, LINCOLNSHIRE, IL 60069 Departed USPS Regional Destination Facility, 07/14/2023, 9:39 pm, PALATINE IL DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 07/14/2023, 7:54 am, PALATINE IL DISTRIBUTION CENTER In Transit to Next Facility, 07/13/2023 In Transit to Next Facility, 07/12/2023 In Transit to Next Facility, 07/11/2023 Arrived at USPS Regional Origin Facility, 07/10/2023, 9:45 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, July 10, 2023, 8:30 pm, SAN DIEGO, CA 92103