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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

RECHEL WILLIAMS, individually, and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

HOLLAND PARTNER GROUP OPERATIONS,
LLC, a Washington limited liability company;
HOLLAND PARTNER GROUP
MANAGEMENT, INC, a Delaware corporation;
HOLLAND PARTNER GROUP, LLC, a
Washington limited liability company; HOLLAND
PARTNER GROUP INVESTMENTS, LLC, a
Washington limited liability company; HOLLAND
RESIDENTIAL (CALIFORNIA) INC., a
California corporation; HOLLAND
RESIDENTIAL, LLC, a Washington limited
liability company; and DOES 1-20, inclusive,

Defendants.

CASE NO. **23CV049392**

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§2698 et seq)**

COMES NOW Plaintiff RECHEL WILLIAMS (“Plaintiff”), on behalf of the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, and asserts claims against Defendants HOLLAND PARTNER GROUP OPERATIONS, LLC, a Washington limited liability company; HOLLAND PARTNER GROUP MANAGEMENT, INC., a Delaware corporation; HOLLAND PARTNER GROUP LLC, a Washington limited liability company; HOLLAND PARTNER GROUP INVESTMENTS, LLC, a Washington limited liability company; HOLLAND RESIDENTIAL (CALIFORNIA), INC., a California corporation; HOLLAND RESIDENTIAL, LLC, a Washington limited liability company and DOES 1-20, inclusive, (collectively “Defendants”) as follows:

I. INTRODUCTION

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

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal periods before the end of the fifth hour worked and failure to pay an additional hour’s of pay in lieu of providing a meal period before the end of the fifth hour worked; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay in lieu of providing a rest period; (e) failing to pay all wages earned and owed upon separation from Defendant’s employ; and (f) failing to provide accurate itemized wage statements; (g) knowingly and intentionally failing to maintain accurate and complete records; (g) failure to indemnify for necessary business expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

1 unlawful practices and policies, in violation of California state wage and hour laws (a) failure to
2 accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal
3 periods and failure to pay an additional hour's of pay in lieu of providing a meal period; (d)
4 failure to authorize and permit rest breaks for every four hours or major fraction thereof worked
5 and failure to pay an additional hour's of pay in lieu of providing a rest period; (e) failing to pay
6 all wages earned and owed upon separation from Defendant's employ; (f) failing to provide
7 accurate itemized wage statements; (g) knowingly or intentionally failing to maintain accurate
8 and complete records; and (h) failure to indemnify for necessary business expenses.

9 9. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants have had a consistent policy of failing to provide its Non-Exempt
11 Employees within the State of California, including Plaintiff unfettered, uninterrupted, duty free
12 rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and
13 failing to pay such employees one (1) hour of pay at the employees regular rate of compensation
14 for each workday that the rest was untimely, interrupted and/or not provided, as required by
15 California state wage and hour laws.

16 10. On information and belief, during the statutory liability period and continuing to
17 the present, Defendants have had a consistent policy of failing to pay overtime for hours worked
18 in excess of forty hours in a workweek or more than 8 hours in a workday.

19 11. On information and belief, during the statutory liability period and continuing to
20 the present, Defendants have had a consistent policy of failing to pay minimum wages, overtime
21 wages, and wages earned on a regular pay period for all hours worked while subject to the
22 control of Defendants.

23 12. On information and belief, during the statutory liability period and continuing to
24 the present (rest and meal period liability period), Defendants have had a consistent policy of
25 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work
26 at least five (5) hours without a meal period and failing to pay such employees one (1) hour of
27 pay at the employee's regular rate of compensation for each workday that the meal period was
28 untimely, interrupted and/or not provided, as required by California state wage and hour laws.

13. On information and belief, as a result of these unlawful acts, Defendants failed to pay the required meal and rest period premiums.

14. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to timely pay wages upon separation.

15. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to provide accurate itemized wage statements.

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to indemnify work related expenses incurred.

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of knowingly and intentionally failing to maintain accurate and complete records.

18. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees brings this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-203, 204, 218, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802, 2802(a) seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff RECHEL WILLIAMS is a resident of Oakland, California in Alameda County who was employed by Defendants, as a non-exempt employee who provided notice to the Labor and Workforce Development Agency within the last year preceding the filing of this action. Plaintiff was employed by Defendants from November 2022 to May 31, 2023.

20. As Defendants' employees, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

1 (a) work in excess of eight (8) hours per day, and/or forty (40) hours per week; all in
2 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
3 Orders (“IWC”);

4 (b) perform work subject to the control of the employer without being compensated at
5 least minimum wages, all in violation of California labor laws, regulations, and the Industrial
6 Welfare Commission Wage Order (“IWC”);

7 (c) work without being permitted or authorized a minimum ten-minute rest period for
8 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at
9 his regular rate of compensation for each workday that a rest period was not provided, all in
10 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
11 Orders (“IWC”);

12 (d) work in excess of five hours per day without being provided meal periods and not
13 compensated one (1) hour of pay at the regular rate of compensation for each workday that a
14 meal period was not provided, all in violation of California labor laws, regulations, and the
15 Industrial Welfare Commission Wage Orders (“IWC”);

16 (e) not paid all wages upon separation from Defendant’s employment (“IWC”);

17 (f) not reimbursed for business related expenses;

18 (g) not provided accurate itemized wage statements

19 21. Plaintiffs seek penalties under Labor Code 2698, et. seq. on behalf of the general
20 public as private attorney general and all other aggrieved employees.

21 **B. Defendants**

22 22. On information and belief, HOLLAND PARTNER GROUP OPERATIONS,
23 LLC is a Washington limited liability company operating in and authorized to conduct business
24 in the State of California. Defendant’s principal place of business is located in Vancouver,
25 Washington.

26 23. On information and belief, Defendant HOLLAND PARTNER GROUP
27 MANAGEMENT, INC. is a Delaware corporation operating in and authorized to conduct
28

business in the State of California. Its principal place of business is located in Vancouver, Washington.

24. On information and belief, at all times relevant herein Defendant HOLLAND PARTNER GROUP, LLC is a Washington limited liability company authorized to conduct business in the State of California. Its principal place of business is in Vancouver, Washington.

25. On information and belief, at all times relevant herein Defendant HOLLAND PARTNER GROUP INVESTMENTS, LLC is a Washington limited liability company authorized to conduct business in the State of California. Its principal place of business is in Vancouver, Washington.

26. On information and belief, at all times relevant herein Defendant HOLLAND RESIDENTIAL (CALIFORNIA), INC. is a California corporation authorized to conduct business in the State of California. Its principal place of business is in Vancouver, Washington.

27. On information and belief, at all times relevant herein Defendant HOLLAND RESIDENTIAL, LLC is a Washington limited liability company authorized to conduct business in the State of California. Its principal place of business is in Vancouver, Washington.

28. On information and belief Defendants are real estate investment, development, construction, and management companies.

29. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

30. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme,

business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

31. Plaintiff is informed and believes, and based thereon alleges that Defendants employ or employed Non-Exempt Employees throughout California during the liability period. Plaintiff and all other aggrieved employees were compensated generally based upon an hourly rate and have at all times pertinent hereto been non-exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

32. On information and belief, and during the relevant time frame, all aggrieved employees are residents of California.

33. Throughout Plaintiff's employment with Defendants, Plaintiff was not exempt from the Employment Laws and Regulations, in that she routinely spent a majority of her working hours performing duties delegated to non-exempt employees.

34. Throughout Plaintiff's and Aggrieved Employees' entire employment with Defendants, Plaintiff and Aggrieved Employees spent few to none of their working hours performing work that was primarily intellectual, managerial or creative, or work that required the regular and customary exercise of discretion and independent judgment with respect to matters of significance on more than an occasional basis.

35. During Plaintiff's employment with Defendants, Plaintiff was either required to work through mandatory meal and rest breaks, or was often times interrupted during Plaintiff's meal and rest breaks resulting in shortened meal and rest breaks. Additionally, Plaintiff was often not provided with or allowed to take Plaintiff's mandatory meal break within the first five hours of work because Plaintiff was provided too much work to do and had no one to relieve her for such a break. On information and belief, Plaintiff and other similarly situated employees were not paid for their missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay, despite Defendants' pressuring of employees to work through breaks.

1 36. During Plaintiff's employment with Defendants, Plaintiff was regularly required
2 to work over 8 hours in one day, and/or over 40 hours in one week. On information and belief,
3 Plaintiff and other similarly situated employees were not paid for all overtime worked.

4 37. Upon information and belief, Defendants regularly failed to pay Plaintiff and
5 other non-exempt employees for all hours worked including minimum wage, overtime and
6 double time pay.

7 38. As a consequence, Plaintiff and other similarly situated non-exempt employees,
8 were not paid all wages upon termination and were not provided accurate wage statements.

9 39. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
10 not compensated for all hours/time worked as Defendants would regularly suffer and permit
11 Plaintiff and Aggrieved Employees to work off the clock but Plaintiff and Aggrieved Employees
12 were not compensated for hours worked off the clock. For example, Defendants, among other
13 things, directed Plaintiff and Aggrieved Employees to record a daily meal period of 30 minutes,
14 off the clock, even though Plaintiff and Aggrieved Employees were required to continue working
15 or were interrupted during their meal breaks, such that employees overall lost hours worked. This
16 policy in effect, caused an automatic deduction 30 minutes for Plaintiff and Aggrieved
17 Employees meal periods and resulted in Plaintiffs and Aggrieved Employees being subjected to
18 Defendants' unlawful policy of not compensating Plaintiffs and Aggrieved Employees for all
19 hours worked including overtime while under the control of Defendants. Defendants' unlawful
20 off-the-clock policy over time resulted in a large and disproportionate underpayment of wages
21 including overtime wages to Plaintiff and Aggrieved Employees.

22 40. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
23 caused to endure unprovided, untimely, interrupted meal periods of at least thirty (30) minutes
24 for many of the work days such employees worked more than six hours (6) hours, were not
25 provided uninterrupted second meal periods of at least thirty (30) minutes for any work days
26 such employees worked more than ten (10) hours, and were not paid one (1) hour of wages by
27 Defendants in lieu thereof, all in violation of the California Labor Code.

1 41. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
2 regularly required to work in excess of six (6) hours per day without Defendants providing them
3 a timely, uninterrupted (30) minute meal period as mandated under the California Labor Code
4 and the implementing rules and regulations of the IWC California Wage Orders as Plaintiff and
5 Aggrieved Employees were required to take shortened meal periods or not at all because they
6 were given too much work to do without relief. Accordingly, Plaintiff and Aggrieved
7 Employees were not provided lawful meal periods and were not provided with one hour of
8 wages in lieu thereof under Defendants' policies and practices, which included work schedules
9 placed upon the Aggrieved Employees from Defendants' management and supervisors to
10 perform work at the expense of their meal periods and Defendants' implementation of work
11 schedules and workload requirements that denied Aggrieved Employees all of their authorized
12 meal periods. Plaintiff and the Aggrieved Employees did not waive any of their authorized and
13 required meal periods, nor did they receive one hour of regular pay for each day Defendants
14 failed to provide a lawful meal period.

15 42. Plaintiff is informed and believes that during the liability period, Plaintiff and
16 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major
17 fraction thereof) without receiving lawful ten (10) minute rest periods. On information and
18 belief, Defendants' management would require that Plaintiff and other aggrieved employees
19 continue to work throughout their scheduled shift without relief, and as a result would often have
20 to take their breaks late or be forced to skip their breaks. The Aggrieved Employees were also
21 not provided with one hour of wages in lieu thereof. Defendants' policies and practices included
22 Defendants' implementation of a work schedule and workload requirements that denied and
23 failed to provide the Aggrieved Employees all of their authorized rest periods, including first rest
24 periods of at least ten (10) minutes for every shift worked of at least three and a half (3 1/2) to
25 four (4) hours, a first and second rest period of at least ten (10) minutes for every shift worked
26 greater than six (6) hours.

27 43. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
28 hourly wages during the liability period, including by virtue of the fact that Defendants did not

1 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants'
2 failure to provide such Non-Exempt Employees with each of their authorized rest periods and
3 meal periods during the rest and meal period liability period.

4 44. Upon information and belief, Defendants failed to provide accurate itemized wage
5 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to
6 accurately account for all hours worked. Further, Defendants failed to provide accurate wage
7 statements as Defendants' wage statements do not identify premium pay or pay period start dates
8 as required by Labor Code § 226.

9 45. Upon information and belief, Defendants failed to reimburse and/or indemnify
10 Plaintiff and Aggrieved Employees for all necessary expenditures incurred including use of
11 personal cell phones to discharge their work-related duties.

12 46. Upon information and belief, Defendants failed to keep accurate records pursuant
13 to Labor Code § 1174.5.

14 47. Upon information and belief, Defendants knew and or should have known that it
15 is improper to implement policies and commit unlawful acts such as:

16 (a) requiring employees to work over eight (8) hours in a day and forty (40)
17 hours in a work week without being provided the required overtime pay;

18 (b) requiring employees to perform work subject to the control of the
19 Defendant without being compensated at least minimum wages;

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

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

- 1 (e) requiring employees to incur necessary business expenses without
2 indemnification and/or reimbursement;
- 3 (f) failing to pay all wages earned during the regular pay period;
- 4 (g) failing to pay all wages earned upon separation from Defendants' employ;
5 and
- 6 (h) failing to provide accurate itemized wage statements.

7
8 48. In addition to the violations above, and on information and belief, Defendants
9 knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations
10 asserted herein, and that Defendants had the financial ability to pay such compensation, but
11 willfully, knowingly, recklessly, and/or intentionally failed to do so.

12 **V. REPRESENTATIVE CLAIMS**
13 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

14 49. Plaintiff incorporates by reference and re-alleges each and every allegation
15 contained above, as though fully set forth herein.

16 50. On or about July 6, 2023, Plaintiff Rechel Williams complied with notice
17 requirements pursuant to Labor Code section 2699.3. A copy of the notice sent to each
18 Defendant was electronically submitted to the LWDA and a copy was also mailed via certified
19 mail to Defendants indicating that they were on notice of the claims alleged here and that the
20 notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
21 indicated intent to investigate the claims and Defendants did not provide notice of an attempt to
22 cure any of the alleged violations. Therefore, Plaintiff may proceed with this action in a
23 representative capacity. The substance and violations set forth in this Complaint of which the
24 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
25 Action Complaint to the LWDA.

26 51. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
27 Plaintiff brings this cause of action on behalf the general public and all non-exempt aggrieved
28 employees, acting on behalf of the California Attorney General as private attorney general.

1 52. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties
2 due and owing for which Defendants are liable due to numerous Labor Code violations as set
3 forth in this Complaint, including without limitation Labor Code section 201-203, 204, 218,
4 218.5, 218.6, 226, 266.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802,
5 2802(a) and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations,
6 Title 8, section 11000 *et. seq.*

7 53. At all times relevant, Plaintiff and all other Aggrieved Employees regularly
8 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
9 rest break requirements of the applicable IWC wage order and the Labor Code.

10 54. Defendants violated Labor Code sections 510, 558, and 1194 by failing to
11 accurately pay overtime wages as discussed above due to Defendants' unlawful off the clock
12 policy and failure to pay all hours worked in excess of eight hours in a day and/or 40 hours in a
13 workweek. Therefore, Defendants violated section 510, 558 and 1194 by not compensating its
14 Non- Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
15 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
16 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of
17 eight (8) hours in a day or forty (40) hours in a work week. Furthermore, any work performed in
18 excess of twelve (12) hours in one workday shall be compensated at two times the regular rate of
19 pay for an employee.

20 55. Defendants also violated Labor Codes sections 200, 1194, and 1197 for failing to
21 pay minimum wages as described above. Labor Code §1197 provides that employees are to be
22 paid minimum wage for each hour worked and cannot be averaged and/or payment of a lesser
23 wage than the established is unlawful.

24 56. Defendants violated Labor Code sections 512 and 226.7 for failing to provide
25 timely, uninterrupted meal periods and requiring unlawful on duty meal periods, or
26 compensation in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ an
27 employee for a work period of more than five (5) hours without providing a meal break of not
28 less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

1 57. Defendants failed to provide Plaintiff and all other aggrieved employees
2 uninterrupted duty free first meal periods of not less than thirty (30) minutes. Defendants
3 implemented and enforced policies and practices which required employees to work during their
4 meal periods, to forego their meal periods, and/or to return to work from meal periods prior to
5 thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
6 Plaintiff and all other Aggrieved Employees have been damaged in an amount according to proof
7 at time of trial.

8 58. Plaintiff, and on information and belief, all Aggrieved Employees, were
9 systematically not permitted or authorized to take one ten-minute rest period for every four hours
10 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order 5-
11 2001, section 12. On shifts where Plaintiff and aggrieved employees worked in excess of three
12 and a half hours, they were routinely not permitted or authorized to take lawful rest periods.
13 Plaintiff, and on information and belief, Aggrieved Employees, were not compensated with one
14 hour of wages for every day in which a rest period was missed, untimely or cut short as a result
15 of Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-
16 minute rest period for every four hours or major fraction thereof worked per day, and by failing
17 to provide compensation for such unprovided rest periods as alleged above, Defendants willfully
18 violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

19 59. While acting on Defendants' direct instructions and discharging their job duties,
20 Plaintiff and Aggrieved Employees have incurred work-related expenses, including but not limited
21 to expenses incurred for travel between customer locations.

22 60. On information and belief, Defendants failed to provide accurate itemized wage
23 statements pursuant to Labor Code section 226 which failed to include, all hours worked,
24 including off the clock, overtime and the accurate overtime rate, and the lawful meal and rest
25 period premiums earned, which are due and owing to Plaintiff and the Aggrieved Employees. As
26 a result, Plaintiff and Aggrieved Employees were harmed as they are unable to determine if they
27 were appropriately compensated for all hours worked.

1 61. On information and belief, Defendants failed to maintain accurate records as
2 required by Labor Code section 1174.5.

3 62. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved Employees
4 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
5 worked.

6 63. Plaintiff and the Representative Aggrieved Employees are entitled to recover
7 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

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

13
14 Dated: October 31, 2023

MAKAREM & ASSOCIATES, APLC

By: *Daniel Bass*
Ronald W. Makarem
Samuel Almon
Daniel J. Bass
Attorneys for Plaintiff, individually
and on behalf of all other aggrieved
employees