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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

JOSHUA RELLES,

Plaintiff,

vs.

MHC PROPERTY MANAGEMENT, L.P
(a Delaware limited partnership) and
DOES 1 through 25, inclusive,

Defendants.

Case No. **23STCV28283**

**REPRESENTATIVE ACTION COMPLAINT
FOR CIVIL PENALTIES**

1. Violation of California Labor Code § 2699

Plaintiff Joshua Relles (hereinafter "Plaintiff") brings this action against MHC Property Management, L.P (a Delaware limited partnership) (hereinafter "MHC") and/or Does 1 through 25, inclusive. MHC and/or Does 1 through 25 are hereinafter collectively referred to herein as "Defendants." Plaintiff brings this case as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed, namely: All current and former non-exempt employees of MHC Property Management, L.P., who worked in California from one year prior to the date this Complaint is filed until this matter is fully resolved (hereinafter collectively referred to as the "Aggrieved Employees"). Plaintiff is an Aggrieved Employee against whom one or more of the alleged violations was committed.

1 The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior
2 Court and will be established according to proof at trial but may not be aggregated across
3 all Aggrieved Employees to establish diversity jurisdiction for removal. *Canela v. Costco*
4 *Wholesale Corp.*, 971 F.3d 845, 850 (9th Cir. 2020).

5 **THE PARTIES**

6 1. Plaintiff is informed and believes and on that basis alleges that MHC is a
7 property management business that manages campgrounds, RV parks, and other properties,
8 in several states including California.

9 2. Plaintiff is informed and believes and on that basis alleges that MHC is a
10 limited partnership organized and existing under the laws of Delaware with its principal
11 place of business in Chicago, Illinois.

12 3. The names and capacities of DOES 1 through 25, inclusive (“DOES”) are
13 unknown to Plaintiff at this time and Plaintiff therefore sues such DOE defendants under
14 fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each
15 Defendant designated as a DOE is in some manner highly responsible for the occurrences
16 alleged herein, and that Plaintiff's injuries and damages, as alleged herein, were
17 proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the
18 court to amend this complain to allege the true names and capacities of such DOE
19 defendants when ascertained.

20 4. Plaintiff is informed and believes, and thereon alleges, that each and every
21 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
22 Defendants, each acting as agents and/or Defendants, and/or under the direction and
23 control of, each of the other Defendants, and that said acts and failure to act were within
24 the course and scope of said agency, employment, and/or direction and control.

25 5. Plaintiff is informed and believes, and based thereon alleges, that each
26 Defendant acted in all respects pertinent to this action as the agent of the other
27 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
28 thereto, and the acts of each Defendant are legally attributable to the other Defendants.

1 6. As a direct and proximate cause of the unlawful of Defendants, Plaintiff has
2 suffered, and continues to suffer, from loss of earnings in amounts as yet unascertained,
3 but subject to proof at trial, and within the jurisdiction of this Court.

4 7. All Defendants were responsible or the events and damages alleged herein,
5 including on the following bases: (a) Defendant committed the acts alleged; (b) at all
6 relevant times, one or more of the Defendants was the agent or employee, and/or acted
7 under the control or supervision of one or more of the remaining Defendants, and in
8 committing the acts alleged, acted within the course and scope of such agency and
9 employment and/or is or are otherwise liable for Plaintiff's damages; (c) at all relevant
10 times, there existed a unity of ownership and interest between or among two or more of the
11 defendants such that any individuality and separateness between or among those
12 defendants has ceased, and Defendant are the alter egos of one another. Defendants
13 exercised domination and control over one another to such an extent that any individuality
14 or separateness of Defendants does not, and at all times herein mentioned did not, exist.
15 Adherence to the fiction of the separate existence of Defendants would permit abuse of the
16 corporate privilege and would sanction fraud and promote injustice. All actions of all
17 Defendants were taken by employees, supervisors, executives, officers, and directors
18 during employment with all Defendants, were taken on behalf of all Defendants, and were
19 engaged in, authorized, ratified, and approved of by all other Defendants.

20 8. Plaintiff is, and at all times mentioned in this complaint was, a resident of
21 California.

22 9. Plaintiff was a non-exempt, hourly-paid employee of Defendants.

23 10. Plaintiff worked for Defendants as Ranger and/or Maintenance worker at
24 three of their California properties: (1) Thousand Trails Rancho Oso RV Resort, located at
25 3750 Paradise Road, Santa Barbara, CA; (2) Thousand Trails Russian River RV Resort,
26 located at 33655 Geysers Rd., Cloverdale, CA; and (3) Thousand Trails Yosemite Lakes
27 RV Resort, located at 31191 Hardin Flat Rd., Groveland CA 95321. Plaintiff most recently
28

1 worked at Thousand Trails Yosemite Lakes from September 17, 2021 through March 24,
2 2023.

3 **JURISDICTION AND VENUE**

4 11. The Superior Court of the State of California has jurisdiction over this action
5 pursuant to California Constitution Article VI, section 10 which grants the Superior Court
6 “original jurisdiction in all cases except those given by statute to other trial courts.”

7 12. The Superior Court of the State of California has jurisdiction in this matter
8 because Plaintiff is a resident of the State of California. Moreover, the acts alleged herein
9 took place in California, and the relief is being sought against Defendants, whose violations
10 of California law form the basis for Plaintiff's claims. Further, no federal question is at
11 issue because the claims are based solely on California law.

12 13. Venue is proper in this judicial district and in Los Angeles County because
13 MHC maintains facilities and transacts business in Acton, California, which is in Los
14 Angeles County, and Defendants’ illegal acts, which are the subject of this action, occurred
15 throughout the State of California, including in Los Angeles County. Thus, a substantial
16 portion of the transactions and occurrences related to this action occurred in this county.
17 Cal. Civ. Proc. Code § 395.

18 **LABOR CODE VIOLATIONS AGAINST AGGRIEVED EMPLOYEES**

19 14. IWC Wage Order No. 5 applies to this matter.

20 **Failure to Pay Minimum Wages and Overtime**

21 15. California Labor Code sections 1194, 1197, and 1197.1 and Wage Order 5
22 require Defendants to pay at least the legal minimum wage to their employees. California
23 Labor Code sections 510 and 1198 and Wage Order 5 further require Defendants to pay no
24 less than one and one-half times the regular rate of pay of the employee for hours worked in
25 excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in
26 one workweek, and for the first eight (8) hours worked on the seventh day of work in any
27 one workweek, and to pay no less than twice the regular rate of pay of the employee for
28

1 hours worked in excess of twelve (12) hours in one workday and for any work in excess of
2 eight (8) hours on any seventh day of a workweek.

3 16. Throughout the relevant time period, Defendants regularly required Plaintiff
4 and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work
5 included, amongst other things, requiring Plaintiff and other Aggrieved Employees to assist
6 guests with their electricity, propane, and generators; attending to emergencies such as
7 putting unattended fires out; be on-call during purported meal periods; and be on-call after
8 their shifts and overnight and tend to any emergencies or guest needs that arise.
9 Defendants failed to compensate Plaintiff and other Aggrieved Employees for any of this
10 off-the-clock work, in violation of California law. In addition, Defendants utilized time
11 rounding practices that resulted in the systematic underpayment of wages (including
12 minimum wages, straight time wages and overtime wages) to Plaintiff and Aggrieved
13 Employees.

14 17. Defendants also failed to accurately record the actual time worked by
15 Plaintiff and Aggrieved Employees. Moreover, the uncompensated work described herein
16 was often performed when Plaintiff and other Aggrieved Employees had already worked
17 eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay
18 overtime compensation. Finally, Defendants failed to pay overtime to Plaintiff and
19 Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly
20 calculated to include all applicable remuneration, including non-discretionary
21 commissions, non-discretionary bonuses, non-discretionary performance pay, and the value
22 of lodging and utilities provided as a form of wages.

23 18. As a result of the foregoing practices, Defendants have failed to pay Plaintiff
24 and other Aggrieved Employees for all wages earned at the correct rates of pay, including
25 minimum wages, straight time wages, and overtime compensation. Accordingly,
26 Defendants violated IWC Wage Orders and California Labor Code sections 204, 510, 1194,
27 1197, 1197.1 and 1198.

1 19. Plaintiff and Aggrieved Employees therefore seek PAGA default penalties
2 pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph
3 of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections
4 558, 1197.1, and 1199; and attorneys' fees and costs.

5 **Failure to Provide Meal Periods and Pay Meal Period Premiums**

6 20. California law requires Defendants to provide employees with an opportunity
7 to take an uninterrupted meal period of no less than thirty (30) minutes before the end of
8 the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab.
9 Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be
10 provided before the end of the tenth hour of work when an employee works more than ten
11 (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a
12 meal or rest period, an hour of pay at the employee's regular rate of compensation is owed
13 to the employee. Cal. Lab. Code § 226.7(c).

14 21. During the relevant time period, Defendants failed to provide Plaintiff and
15 other Aggrieved Employees with legally-compliant 30-minute meal periods. Plaintiff and
16 other Aggrieved Employees were required by Defendants to work more than five (5) hours
17 per day, but were not provided with uninterrupted 30-minute meal periods. Further,
18 Plaintiff and other Aggrieved Employees were not provided with a second uninterrupted
19 30-minute meal period when they worked over ten (10) hours per day. Defendants regularly
20 required Plaintiff and other Aggrieved Employees to work through their first and second
21 meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to
22 take their second meal periods after their tenth (10th) hour of work. Meal periods, when
23 provided, were oftentimes interrupted or cut short.

24 22. Defendants' policies, practices, and procedures were responsible for the
25 violations alleged above and prevented Plaintiff and other Aggrieved Employees from
26 taking timely, complete and duty-free meal periods because, amongst other reasons: (1)
27 Defendants did not have legally-compliant policies regarding the provision and timing of
28 meal periods or systematically disregarded its own purported meal period policies; (2)

1 Defendants' management at various levels failed and refused to implement and enforce
2 legally compliant meal period policies and practices and required Plaintiff and other
3 Aggrieved Employees to modify their time punches to reflect a compliant meal period when
4 one was not actually taken; (3) Defendants failed to adequately inform and train Plaintiff
5 and other Aggrieved Employees regarding their right to take timely, uninterrupted, and
6 duty-free meal periods; (4) Defendants failed to adequately inform and train Plaintiff and
7 other Aggrieved Employees about their right to premium wages for non-compliant meal
8 periods; (5) Defendants failed to ensure that there was adequate staffing to allow Plaintiff
9 and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods;
10 (6) Defendants required Plaintiff and other Aggrieved Employees to respond to work-
11 related requests at all times, including during meal periods; and (7) Defendants' policy and
12 culture prevented Plaintiff and other Aggrieved Employees from taking timely,
13 uninterrupted, and duty-free meal periods because of the priority placed on maximizing
14 profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

15 23. Plaintiff and other Aggrieved Employees did not receive an extra hour of
16 wages at their regular rate of pay for the meal periods which were not provided to them in
17 compliance with California law. To the extent MHC paid any premiums, it paid them at
18 Plaintiff's and the Aggrieved Employees' base hourly rate, not the regular rate of
19 compensation as required under *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878
20 (2021).

21 24. Accordingly, Defendants violated the applicable IWC Wage Orders and
22 California Labor Code sections 226.7, 512(a) and 1198.

23 25. Plaintiff and Aggrieved Employees therefore seek PAGA default penalties
24 pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph
25 of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections
26 558 and 1199; and attorneys' fees and costs.

27 **Failure to Authorize and Permit Rest Periods and Pay Rest Period Premiums**

28 26. California law requires Defendants to authorize and permit employees to take

1 an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours,
2 or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to
3 authorize and permit a rest period, an hour of pay at the employee's regular rate of
4 compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

5 27. Defendants failed to authorize and permit Plaintiff and other Aggrieved
6 Employees to take legally-compliant 10-minute rest periods. Defendants required Plaintiff
7 and other Aggrieved Employees to work through rest periods. Plaintiff and Aggrieved
8 Employees were not provided with uninterrupted, duty-free rest periods when they worked
9 more than four (4) hours or a major fraction thereof. Further, Plaintiff and other Aggrieved
10 Employees were not provided with a second uninterrupted, duty-free rest period when they
11 worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after
12 working more than ten (10) hours in day. In the rare event that a rest period was taken, it
13 was frequently interrupted or cut short. Moreover, Plaintiff and other Aggrieved Employees
14 were not completely relieved of duty as required by *Augustus v. ABM Security Services,*
15 *Inc.*, 2 Cal.5th 257 (2016).

16 28. Defendants' policies, practices, and procedures were responsible for the
17 violations alleged above and prevented Plaintiff and other Aggrieved Employees from
18 taking timely and complete rest periods because, amongst other reasons: (1) Defendants
19 did not have legally-compliant policies regarding the provision and timing of rest periods or
20 systematically disregarded its own purported rest period policies; (2) Defendants'
21 management at various levels failed and refused to implement and enforce legally
22 compliant rest period policies and practices; (3) Defendants failed to adequately inform and
23 train Plaintiff and other Aggrieved Employees regarding their right to take timely,
24 uninterrupted, and duty-free rest periods; (4) Defendants failed to adequately inform and
25 train Plaintiff and other Aggrieved Employees about their right to premium wages for non-
26 compliant rest periods; (5) Defendants failed to ensure that there was adequate staffing to
27 allow Plaintiff and other Aggrieved Employees to take timely, uninterrupted, and duty-free
28 rest periods; (6) Defendants required Plaintiff and other Aggrieved Employees to respond

1 to work-related requests at all times, including during rest periods; and (7) Defendants'
2 policy and culture prevented Plaintiff and other Aggrieved Employees from taking timely,
3 uninterrupted, and duty-free rest periods because of the priority placed on completing job
4 requirements over employees' right to receive rest periods.

5 29. Plaintiff and other Aggrieved Employees did not receive an extra hour of
6 wages at their regular rate of pay for the rest periods which were not provided to them in
7 compliance with California law. Accordingly, Defendants violated the applicable IWC
8 Wage Orders and California Labor Code sections 226.7, and 1198.

9 30. Plaintiff and Aggrieved Employees therefore seek PAGA default penalties
10 pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph
11 of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and
12 attorneys' fees and costs.

13 31. To the extent MHC paid any premiums, it paid them at Plaintiff's and the
14 Aggrieved Employees' base hourly rate, not the regular rate of compensation as required
15 under *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021).

16 **Untimely Payment of Wages During Employment**

17 33. California Labor Code section 204 requires that all wages earned by any
18 person in any employment between the 1st and the 15th days, inclusive, of any calendar
19 month, other than those wages due upon termination of an employee, are due and payable
20 between the 16th and the 26th day of the month during which the labor was performed, and
21 that all wages earned by any person in any employment between the 16th and the last day,
22 inclusive, of any calendar month, other than those wages due upon termination of an
23 employee, are due and payable between the 1st and the 10th day of the following month.

24 34. California Labor Code section 204 also requires that all wages earned for
25 labor in excess of the normal work period shall be paid no later than the payday for the next
26 regular payroll period. During the relevant time period, Defendants have failed to timely
27 pay all wages earned because Plaintiff and other Aggrieved Employees were not paid all the
28 wages they were owed including, inter alia, overtime compensation, straight time wages,

1 minimum wages, and meal and rest period premiums. Accordingly, Defendants violated
2 California Labor Code section 204(a).

3 35. Plaintiff and Aggrieved Employees therefore seek PAGA default penalties
4 pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections
5 210 and 1199; and attorneys' fees and costs.

6 **Untimely Payment of Final Wages**

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

13 37. During the relevant time period, upon the termination of employment
14 (including but not limited to when they were temporarily laid off, laid off, discharged,
15 and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-
16 four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically,
17 as a result of Defendants' practices of requiring Aggrieved Employees to work off-the-clock
18 without compensation, failing to pay proper overtime compensation, unlawful rounding
19 practices, failure to properly calculate regular rates, and failure to accurately record all
20 hours actually worked, Defendants failed to pay Aggrieved Employees for all straight time
21 wage, minimum wages and overtime compensation owed to them upon termination of their
22 employment. Defendants also failed to pay Aggrieved Employees for meal period premiums
23 and rest period premiums they were owed, amongst other wages. Accordingly, Defendants
24 violated California Labor Code sections 201 and 202.

25 38. Plaintiff and Aggrieved Employees therefore seek PAGA default penalties
26 pursuant to California Labor Code section 2699; penalties pursuant to California Labor
27 Code sections 203 and 1199; and attorneys' fees and costs.

28 **Failure to Provide Accurate Itemized Wage Statements**

1 39. California Labor Code section 226(a) requires an employer semimonthly or at
2 the time of each payment of wages to furnish wage statements to its employees setting
3 forth, inter alia, (1) gross wages earned, (2) total hours worked by the employee, (3) the
4 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
6 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the employee
8 and only the last four digits of his or her social security number or an employee
9 identification number other than a social security number, and (8) the name and address of
10 the legal entity that is the employer.

11 40. As a result of the practices described herein, the wage statements provided to
12 Plaintiff and other Aggrieved Employees failed to include the actual hours worked
13 (including time spent working off-the-clock), the actual gross wages earned (including
14 wages owed for time spent working off the clock and meal and rest period premiums), and
15 the correct rates of pay. The wage statements provided to Plaintiff and other Aggrieved
16 Employees may have also failed to include the name of the legal entity that employed
17 Plaintiff and the Aggrieved Employees. Accordingly, Defendants violated California Labor
18 Code section 226(a).

19 41. Plaintiff and Aggrieved Employees therefore seek PAGA default penalties;
20 penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

21 **Failure to Reimburse for Necessary Business Expenses**

22 42. California Labor Code sections 2800 and 2802 require an employer to
23 reimburse its employees for all necessary expenditures incurred by the employee in direct
24 consequence of the discharge of his or her job duties or in direct consequence of his or her
25 obedience to the directions of the employer. The IWC Wage Orders require Defendants to
26 provide employees with the tools or equipment necessary for the performance of their job.
27 During the relevant time period, Plaintiff and Aggrieved Employees incurred necessary
28 business-related expenses and costs that were not fully reimbursed by Defendants. These

1 costs include but are not limited to the usage of internet, personal cell phones and vehicle
2 for work-related purposes.

3 43. Accordingly, Defendants violated the IWC Orders and California Labor Code
4 sections 2800 and 2802. Plaintiff and Aggrieved Employees therefore seek PAGA default
5 penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties
6 paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

7 **Failure to Maintain Accurate Records**

8 44. California Labor Code section 1174(d) requires an employer to keep, at a
9 central location in the state or at the plants or establishments at which employees are
10 employed, payroll records showing the hours worked daily by and the wages paid to, and
11 the number of piece-rate units earned by and any applicable piece rate paid to, employees
12 employed at the respective plants or establishments. These records shall be kept with rules
13 established for this purpose by the commission, but in any case, shall be kept on file for not
14 less than two years. During the relevant time period, Defendants have failed to maintain
15 accurate records relating to Plaintiff and other Aggrieved Employees' work periods, meal
16 periods, total daily hours worked, and total hours worked per payroll period. Accordingly,
17 Defendants violated the applicable IWC Wage Orders and California Labor Code section
18 1174(d).

19 45. Plaintiff and Aggrieved Employees therefore seek PAGA default penalties
20 pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph
21 of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and
22 attorneys' fees and costs.

23 **FIRST CAUSE OF ACTION**

24 **Violation of California Labor Code § 2699, et seq.**

25 **(Against All Defendants)**

26 46. Plaintiff brings his only cause of action as a representative action on behalf of
27 himself and similarly situated Aggrieved Employees in the capacity as a private attorney
28

1 general pursuant to the Private Attorneys General Act of 2004, California Labor Code
2 section 2398, et seq. (“PAGA”).

3 47. PAGA specifically provides for a private right of action to recover civil
4 penalties for violations of the Labor Code as follows: “Notwithstanding any other provision
5 of law, any provision of this code that provides a civil penalty to be assessed and collected
6 by the Labor Workforce Development Agency or any of its departments, divisions,
7 commissions, boards, agencies, or employees, for a violation of this code, may, as an
8 alternative, be recovered through a civil action brought by an aggrieved employee on behalf
9 of himself or herself and other current or former employees pursuant to the procedures
10 specified in Section 2699.3.” California Labor Code § 2699(a).

11 48. Plaintiff was employed by Defendants, and the Labor Code violations alleged
12 above were committed against him during the time of his employment. Plaintiff and the
13 other non-exempt employees of Defendants are therefore “aggrieved employees” as defined
14 by California Labor Code section 2699(c) in that they are all current or former employees
15 of Defendants, and one or more of the alleged violations were committed against them.

16 49. As set forth in detail above, during all times relevant to this Action,
17 Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of
18 the California Labor Code by:

- 19 a. Failing to Pay Plaintiff and the Aggrieved Employees all earned minimum
20 wage compensation in violation of Labor Code §§ 1194 and 1197 et seq.;
- 21 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
22 compensation in violation of Labor Code § 510 and 1198;
- 23 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
24 Employees in violation of Labor Code 512(a);
- 25 d. Failing to authorize and permit Plaintiff and the Aggrieved Employees to take
26 duty-free rest periods in violation of Labor Code §§ 226.7(b);
- 27 e. Failing to pay Plaintiff and the Aggrieved Employees premium pay for each
28 meal or rest period not provided, authorized, or permitted, in violation of Labor Code

1 § 226.7(c);

2 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
3 during employment in violation of Labor Code § 204;

4 g. Failing to timely pay Plaintiff and the Aggrieved Employees final wages in
5 violation of Labor Code §§ 201 and 202.

6 j. Failing to furnish Plaintiff and the Aggrieved Employees with complete,
7 accurate itemized wage statements in violation of Labor Code § 226(a);

8 k. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
9 Employees' work periods, meal periods, total daily hours, hours per pay period, total
10 wages and compensation, and applicable pay rates in violation of Labor Code §
11 1174(d) and the applicable IWC Wage Order;

12 l. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
13 business-related expenses in violation of Labor Code section 2802.

14 50. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
15 individually and on behalf of the Aggrieved Employees and the State of California, requests
16 and is entitled to recover penalties against Defendants for the Labor Code violations
17 described above, including but not limited to penalties under California Code of
18 Regulations Title section 11040, and penalties under California Labor Code sections 2699,
19 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, and any and all additional penalties and
20 sums as provided by the California Labor Code and/or other statutes. The exact amount of
21 applicable penalties, in all, is in an amount to be shown according to proof at trial.

22 51. Plaintiff has exhausted his administrative remedies pursuant to Labor Code
23 section 2699.3. On August 23, 2023, Plaintiff's counsel submitted, via online filing with
24 the LWDA and certified mail to Defendants, notice of the specific provisions of the Labor
25 Code and Wage Order 5 that Defendants have violated, including the facts and theories
26 that support those violations, and of Plaintiff's intent to bring a claim for civil penalties
27 under PAGA. Plaintiff also paid the filing fee required by Labor Code section 2699.3. As of
28 the filing of this Complaint, more than 65 days have elapsed since the filing of the notice,

1 and the LWDA has not indicated that it intends to investigate the violations discussed in
2 the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for
3 himself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

4 52. Plaintiff was compelled to retain the services of counsel to file this Action to
5 protect his interests and those of the Aggrieved Employees, and to assess and collect the
6 civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable
7 attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any other
8 applicable statute.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually, and on behalf of all other Aggrieved
11 Employees, and as a private attorney general, prays for relief and judgment against
12 Defendants, jointly and severally, as follows:

13 a. For the imposition of civil penalties pursuant to California Labor Code §§
14 210, 2699, 510, 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the
15 California Labor Code and/or other applicable statutes;

16 b. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of the
17 California Labor Code; and

18 c. For such other relief as the court deems just and proper.

19 Dated: November 17, 2023

Respectfully submitted,
ADVANTAGE ADVOCATES, P.C.

21 By: 
22 Amy S. Ramsey
23 Attorney for Plaintiff
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