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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of El Dorado  
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF EL DORADO

11 UNLIMITED JURISDICTION

12 RICHARD MCADON, on behalf of himself  
and all other aggrieved employees, and the  
13 general public,

14 *Plaintiff,*

15 v.

16 HEAVENLY VALLEY, LIMITED  
PARTNERSHIP, a Nevada Limited  
17 Partnership; and DOES 1 through 50,  
inclusive,

18 *Defendants.*  
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Case No. 26CV2530

**REPRESENTATIVE ACTION**

**COMPLAINT**

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff RICHARD MCADON (“Plaintiff”), on behalf of himself and all other aggrieved  
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants HEAVENLY  
5 VALLEY, LIMITED PARTNERSHIP, a Nevada Limited Partnership; and DOES 1 through 50,  
6 inclusive, (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As  
7 set forth below, Plaintiff alleges that Defendants have

8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal  
9 periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to pay them at least minimum wage for all hours worked;

13 (5) failed to pay them overtime wages at the correct rate;

14 (6) failed to pay them for all vested vacation pay;

15 (7) failed to reimburse them for all necessary business expenses;

16 (8) failed to provide them with accurate written wage statements; and

17 (9) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid  
19 wages, restitution, civil penalties, and related relief on behalf of himself and all others similarly  
20 situated, all other aggrieved employees, and the State of California.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,  
23 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants  
24 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

25 3. Venue is proper in COUNTY of EL DORADO pursuant to Code of Civil Procedure  
26 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the  
27 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,  
28 transacts business, and/or has an agent therein.

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual  
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant  
5 HEAVENLY VALLEY, LIMITED PARTNERSHIP is, and at all relevant times mentioned herein,  
6 a Nevada Limited Partnership doing business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as  
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.  
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants  
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the  
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and  
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these  
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and  
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times  
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,  
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some  
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course  
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other  
20 defendants.

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from  
23 approximately December 1984 through January 7, 2026.

24 **Donning and Doffing**

25 9. At all relevant times, Plaintiff and the aggrieved employees were required to wear  
26 personal protective equipment ("PPE") in connection with the performance of their job duties,  
27 including, but not limited to, safety gloves, safety glasses, hard hats, and harnesses.

28 10. Plaintiff and the aggrieved employees were regularly required to don their required

1 PPE before clocking in for their shifts and to doff their required PPE after clocking out at the end of  
2 their shifts.

3 11. Defendants treated the time spent donning and doffing required PPE as personal,  
4 non-compensable time and failed to record or compensate Plaintiff and the aggrieved employees for  
5 such time.

6 12. As a result, Plaintiff and the aggrieved employees performed required work-related  
7 activities off the clock and were not paid all wages owed for the time spent donning and doffing  
8 their required PPE.

### 9 **Missed Meal Periods**

10 13. Plaintiff and the putative class were not provided with meal periods of at least thirty  
11 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling  
12 each meal period as part of each work shift; (2) chronically understaffing each work shift with not  
13 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an  
14 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no  
15 formal written meal and rest period policy that encouraged employees to take their meal and rest  
16 periods.

17 14. Defendants required Plaintiff and the putative class to remain on the premises,  
18 subject to Defendants' control. Defendants failed to provide Plaintiff and the putative class with  
19 meal periods, requiring them to remain on-duty throughout the entirety of their shifts.

20 15. As a result of Defendants' policy, Plaintiff and the putative class were regularly not  
21 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours  
22 worked due to complying with Defendants' productivity requirements that required Plaintiff and  
23 the putative class to work through their meal periods in order to complete their assignments on  
24 time.

### 25 **Missed Rest Periods**

26 16. Plaintiff and the putative class were not provided with rest periods of at least ten  
27 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'  
28 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing

1 each work shift with not enough workers; (3) imposing so much work on each employee such that  
2 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their  
3 work on time; and (4) no formal written meal and rest period policy that encouraged employees to  
4 take their meal and rest periods.

5 17. Specifically, Defendants failed to provide Plaintiff and the putative class with rest  
6 periods, requiring them to remain on-duty throughout the entirety of their shifts.

7 18. As a result of Defendants' policy, Plaintiff and the putative class were regularly not  
8 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked  
9 due to complying with Defendants' productivity requirements that required Plaintiff and the  
10 putative class to work through their rest periods in order to complete their assignments on time.

#### 11 **Vacation Pay**

12 19. Plaintiff and the putative class accrued vacation wages during their employment with  
13 Defendants.

14 20. Vacation wages are considered a form of wages under Labor Code § 200. Vested  
15 vacation pay and other similar forms of paid time off earned based on labor performed are  
16 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the  
17 applicable rates required by law.

18 21. At all relevant times, Defendants maintained policies that provide for the unlawful  
19 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*  
20 *Up Co.*, (1982) 31 Cal. 3d 774.

21 22. Plaintiff and the putative class are entitled to vacation accrued during their  
22 employment with Defendants. Upon termination, Plaintiff and the putative class were not paid all  
23 accrued vacation pay.

#### 24 **Expense Reimbursement**

25 23. Plaintiff and the aggrieved employees were required to use their personal cellular  
26 phones in connection with the performance of their job duties.

27 24. Specifically, Plaintiff and the aggrieved employees regularly used their personal  
28 cellular phones for work-related purposes, including, but not limited to, communicating with

1 management and coworkers, accessing and responding to work-related emails, and utilizing two-  
2 factor authentication applications required to access work-related systems and accounts.

3 25. Despite requiring Plaintiff and the aggrieved employees to use their personal cellular  
4 phones for work-related purposes, Defendants failed to reimburse them for the reasonable and  
5 necessary expenses associated with such use.

6 26. As a result, Plaintiff and the aggrieved employees incurred necessary business  
7 expenses in the discharge of their job duties for which Defendants failed to provide reimbursement.

### 8 **Wage Statements**

9 27. Plaintiff and the putative class were not provided with accurate wage statements as  
10 mandated by law pursuant to Labor Code § 226.

11 28. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages  
12 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-  
13 clock” work were not included.

14 29. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours  
15 worked by the employee” were not accurately reflected in that all hours worked, including overtime  
16 and “off-the-clock” work were not included.

17 30. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages  
18 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-  
19 clock” work were not included.

20 31. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable  
21 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
22 hourly rate by the employee” were not accurately reflected in that all hours worked, including  
23 overtime and “off-the-clock” work were not included.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 32. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 33. During the applicable limitations period, Defendants have violated Labor Code §§  
6 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

7 34. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of  
8 himself and other current and former employees, to bring a representative civil action to recover  
9 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,  
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 35. Plaintiff, a former employee against whom Defendants committed one or more of the  
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee  
13 within the meaning of Labor Code § 2699(c).

14 36. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency  
16 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an  
17 intent to investigate.

18 37. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil  
19 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,  
20 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198  
22 and 2802, one hundred dollars (\$100) for each employee per pay period for  
23 each initial violation and two hundred dollars (\$200) for each employee per  
24 pay period for each subsequent violation (penalties set by Labor Code §  
25 2699(f)(2));
- 26 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding  
27 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 28 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each

1 employee for each initial violation that was neither willful nor intentional,  
2 two hundred dollars (\$200) for each employee, plus 25% of the amount  
3 unlawfully withheld from each employee, for each initial violation that was  
4 either willful or intentional, and two hundred dollars (\$200) for each  
5 employee, plus twenty-five percent (25%) of the amount unlawfully withheld  
6 from each employee, for each subsequent violation, regardless of whether the  
7 subsequent violation was either willful or intentional (penalties set by Labor  
8 Code § 210);

9 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each  
10 employee for each initial violation that was neither willful nor intentional,  
11 two hundred dollars (\$200) for each employee, plus twenty-five percent  
12 (25%) of the amount unlawfully withheld from each employee, for each  
13 initial violation that was either willful or intentional, and two hundred dollars  
14 (\$200) for each employee, plus twenty-five percent (25%) of the amount  
15 unlawfully withheld from each employee, for each subsequent violation,  
16 regardless of whether the subsequent violation was either willful or  
17 intentional (penalties set by Labor Code § 225.5);

18 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial  
19 citation, two hundred and fifty dollars (\$250) for each employee for each  
20 violation. Alternatively, if an initial citation or its equivalent occurred before  
21 the filing of this action, one thousand dollars (\$1,000) for each employee for  
22 each violation (penalties set by Labor Code § 226.3);

23 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each  
24 employee for each initial pay period for which the employee was underpaid,  
25 and one hundred dollars (\$100) for each employee for each subsequent pay  
26 period for which the employee was underpaid (penalties set by Labor Code §  
27 558);

28 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each

1 aggrieved employee for each initial violation of Labor Code § 1197 that was  
2 intentional and two hundred and fifty dollars (\$250) for each aggrieved  
3 employee per pay period for each subsequent violation of Labor Code §  
4 1197, regardless of whether the initial violation was intentional (penalties set  
5 by Labor Code § 1197.1);

6 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable  
7 attorneys' fees and costs in connection with Plaintiff's claims for civil  
8 penalties.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of himself, all other aggrieved employees, and the  
11 general public, prays for relief and judgment against Defendants as follows:

- 12 (1) Declaratory relief;  
13 (2) Pre-judgment interest;  
14 (3) Civil penalties;  
15 (4) Costs of suit;  
16 (5) Reasonable attorneys' fees; and  
17 (6) Such other relief as the Court deems just and proper.

18  
19 Dated: August 14, 2026

SETAREH LAW GROUP

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21 */s/ Shaun Setareh*

22 \_\_\_\_\_  
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