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ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

FRANK ARCOS, RUSSELL ARCOS, on behalf of themselves and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.,*

Plaintiffs,

v.

RIVER ISLAND COUNTRY CLUB, a California corporation, RIVER ISLAND PROPERTY HOLDINGS, LLC, a California limited liability company, RIVER ISLAND, INC., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: PCU338712

REPRESENTATIVE ACTION COMPLAINT FOR PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226(a), 226.7, 512, 558, 510, 1174, 1174.5, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

Case Management Conference

01/12/2027 08:30 AM - Department 19

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Plaintiffs FRANK ARCOS and RUSSELL ARCOS ("Plaintiffs"), on behalf of themselves and others as "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004, complains of RIVER ISLAND COUNTRY CLUB, a California corporation, RIVER ISLAND PROPERTY HOLDINGS, LLC, a California limited liability company, RIVER ISLAND, INC., a California corporation, and any subsidiaries or affiliated companies (hereinafter referred to as "Defendants") as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq*., on behalf of Plaintiffs and other non-exempt California employees who currently work or formerly worked for Defendants ("Aggrieved Employees").

2. For at least one (1) year prior to the filing of this action and at least one (1) year prior to the date Plaintiffs began the process of exhausting the administrative requirements, pursuant to Labor Code § 2698 *et seq*., and continuing to the present (the "liability period"), Defendants have had consistent policies of:

a. Systematically capping compensable hours at eighty (80) hours per pay period and concealing additional hours worked by paying Plaintiffs and Aggrieved Employees on a separate check under a different company name at the straight-time rate, without reflecting those hours on Plaintiffs' and Aggrieved Employees' pay stubs or timesheets. This practice gives rise to multiple Labor Code violations. First, Defendants fail to pay all hours worked, as the hours reflected on Plaintiffs' and Aggrieved Employees' pay stubs frequently do not match the hours recorded on their timesheets, resulting in unpaid wages owed to Plaintiffs and Aggrieved Employees and a failure to maintain accurate records. Second, Defendants willfully fail to pay lawfully required overtime compensation. When Plaintiffs' and Aggrieved Employees' total hours exceed eighty (80) in a pay period, Defendants exclude the excess hours from the regular pay stub and issue a separate payment at the straight-time rate—depriving Plaintiffs and all Aggrieved Employees of the overtime premium required under Labor Code § 510 for hours worked in excess of 8 in a workday or 40 in a workweek. Notably,

when total hours do not exceed 80 in a pay period, Defendants do include all hours—including daily and weekly overtime hours—on the pay stub, yet still pay those hours at the regular straight-time rate rather than the legally mandated overtime rate, further evidencing a pattern of overtime avoidance. Third, by splitting payroll across multiple checks and company names while omitting hours from pay stubs, Defendants fail to provide accurate itemized wage statements as required by Labor Code § 226, depriving Plaintiffs and all Aggrieved Employees of a meaningful ability to verify the accuracy of their compensation. Altogether, these constitute violations of Labor Code §§ 226, 510, 558, 1174, 1174.5, 1194, and IWC Wage Order 10-2001;

b. Failing to pay premium wages to Plaintiffs and other Aggrieved Employees who were denied meal periods. Plaintiffs and other Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours but were not paid premium wages of one hour's pay for each missed first or second meal period. Plaintiffs and Aggrieved Employees were simply instructed to take a meal period during their down time, if able. Plaintiff and Aggrieved Employees were also not required to record their meal periods (whether they got them or not) such that Defendants cannot demonstrate whether they were ever provided. This also results in a record keeping violation for failing to record the actual start and stop times for meal periods. This violates Labor Code §§ 226.7, 512, 558, 510, 1174 1174.5, 1194, and 1194.2 and IWC Wage Order 10-2001;

c. Failing to pay premium wages to Plaintiffs and other Aggrieved Employees who were denied rest periods. Plaintiffs and Aggrieved Employees were routinely unable to take a 10-minute, off-duty rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. If Plaintiffs and Aggrieved Employees were able to take a rest period, as with meal periods, they were also late, interrupted, cut short, or on-duty. Plaintiffs and Aggrieved Employees were frequently too busy to take a rest period or to take it in their down time, which was rarely

consistent. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order No. 10-2001; and

d. Failing to provide Plaintiffs and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiffs and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq*., seek civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose in Tulare County, California.

III.

PARTIES

A. Plaintiffs

5. Plaintiff FRANK ARCOS was employed by Defendants from January 2026 through June 2026 in Tulare County, California as a non-exempt employee.

6. Plaintiff RUSSELL ARCOS was employed by Defendants from November 2025 through July 2026 in Tulare County, California as a non-exempt employee.

B. Defendants

7. Defendant RIVER ISLAND COUNTRY CLUB is a California corporation that employed Plaintiffs and Aggrieved Employees in Tulare County.

8. Defendant RIVER ISLAND PROPERTY HOLDINGS, LLC is a California limited liability company that employed Plaintiffs and Aggrieved Employees in Tulare County.

9. Defendant RIVER ISLAND, INC. is a California corporation that employed Plaintiffs and Aggrieved Employees in Tulare County.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiffs are informed and believes, and based thereon allege, that each of the Defendants 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 of the Defendants is legally attributable to the other Defendants.

12. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226(a), 226.7, 512, 558, 510, 1174, 1174.5, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

13. Plaintiffs incorporate paragraphs 1 through 12 of this Complaint as though fully set forth herein.

14. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiffs seek civil penalties pursuant to Labor Code §§ 2698 *et seq.*

15. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

a. Pursuant to Labor Code § 2699(f), $100 for each initial violation and $200 for each subsequent violation of Labor Code §§ 226(a), 226.7, 512, 558, 510, 1174, 1174.5, and 1194; and

b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

16. Civil penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

17. On June 17, 2026, Plaintiffs sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq*. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65) calendar days of June 17, 2026. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiffs and the Aggrieved Employees they seek to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

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Dated: August 25, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: _____
EVAN S. GAINES
Attorney for Plaintiffs