

Joseph Gruchawka, SBN 303548
The Law Office of Joseph Gruchawka
725 College Ave.
Santa Rosa, CA 95404
(707) 843-7085
joseph@lawofficeofjg.com

Attorney for Plaintiff
JOSEPH MCCANN

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
6/13/2024 12:02 PM
By: Ryan Carle, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

JOSEPH MCCANN, individually and on behalf
of himself and other current or former employees,

Plaintiff,

vs.

MAYACAMA CSI, LLC a Florida limited
liability company; MAYACAMA GOLF CLUB
LLC, a Delaware limited liability company;
CADDIE SERVICES, LLC, a Delaware limited
liability company; JONATHAN WILHELM, an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No.:

COMPLAINT FOR: 24CV03567

- 1) FAILURE TO PAY MINIMUM WAGE;**
- 2) FAILURE TO PAY OVERTIME COMPENSATION;**
- 3) FAILURE TO PROVIDE REST PERIODS;**
- 4) FAILURE TO PROVIDE MEAL PERIODS;**
- 5) WILLFUL FAILURE TO PAY WAGES TO A DISCHARGED OR QUITTING EMPLOYEE;**
- 6) WILLFUL MISCLASSIFICATION;**
- 7) VIOLATION OF THE LABOR CODE AND ORDERS REGULATING HOURS;**
- 8) FAILURE TO TIMELY PAY EMPLOYEES ALL WAGES DUE;**
- 9) FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS;**
- 10) FAILURE TO PROVIDE PAID SICK DAYS;**
- 11) FAILURE TO KEEP RECORDS OF ACCURED SICK DAYS;**
- 12) FAILURE TO PAY REPORTING TIME PAY;**
- 13) FAILURE TO KEEP PAYROLL RECORDS;**
- 14) FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES; AND**
- 15) VIOLATION OF UNFAIR COMPETITION LAW**

1 Plaintiff alleges as follows:

2 1. Defendant MAYACAMA CSI, LLC is, and at all times mentioned herein was, a Florida
3 limited liability company doing business in California.

4 2. Defendant MAYACAMA GOLF CLUB LLC is, and at all times mentioned herein was, a
5 Delaware limited liability company doing business in California, with its principal place of business
6 in Sonoma County, California.

7 3. Defendant CADDIE SERVICES, LLC is, and at all times mentioned herein was, a Delaware
8 limited liability company doing business in California.

9 4. Defendant JONATHAN WILHELM is, and at all times mentioned herein was, an individual
10 residing in Sonoma County, California and a managing agent of Defendant MAYACAMA GOLF
11 CLUB LLC. Defendant JONATHAN WILHELM exercised control over the wages, hours, and
12 working conditions of Plaintiff, and suffered or permitted Plaintiff to work, thus creating an
13 employment relationship. Defendant JONATHAN WILHELM violated or caused to be violated
14 sections 203, 226, 226.7, 1194, and 2802 of the California Labor Code, as well as provisions of
15 IWC Wage Order No. 10-2001 regulating minimum wages, including but not limited to sections 4
16 and 5.

17 5. Plaintiff is ignorant of the true names and capacities of those Defendants named as DOES 1
18 through 20 (hereafter “DOE Defendants”), and for that reason has sued those Defendants by
19 fictitious names. Plaintiff is informed and believes, and on that basis alleges, that each of the
20 fictitiously named Defendants is in some way liable and legally responsible for the damages and
21 injuries set forth in this complaint. Plaintiff will seek leave of the Court to amend this Complaint to
22 identify these Defendants when their identities are ascertained.

23 **I. JURISDICTION AND VENUE**

24 6. This Court has jurisdiction over all causes of action asserted in this Complaint pursuant to
25 the California Constitution, Article VI, section 10, because this case comprises causes of action not
26 assigned by statute to other trial courts.

27 7. This Court has jurisdiction over each Defendant named in this complaint because each
28 Defendant is a person or entity who is either domiciled in California or has sufficient minimum

1 contacts with California so as to render the exercise of jurisdiction by the California Courts
2 (including this court) reasonable and just, according to our nation's traditional conception of fair
3 play and substantial justice.

4 8. Venue is proper in this Court in accordance with California Code of Civil Procedure section
5 393 because the causes of action arose in this County, and in accordance with California Code of
6 Civil Procedure 395 because Defendant JONATHAN WILHELM resides in Sonoma County.

7 **II. FACTS COMMON TO ALL CLAIMS**

8 9. In or about 2006, Plaintiff begin working for Defendants at Mayacama Golf Club as a
9 caddie. (Plaintiff had never previously worked as a caddie.) His job duties included providing
10 caddie services for golfers, moving empty golf carts, giving rides, driving shuttles, picking up trash,
11 delivering, and filling divots on the course.

12 10. Plaintiff's coworkers also worked for Defendants as caddies. Along with dozens of other
13 employees of Defendants, in spite of the fact that they were employees of Defendants, Plaintiff was
14 willfully misclassified by Defendants as an independent contractor.

15 11. Defendants MAYACAMA CSI, LLC and CADDIE SERVICES, LLC would email out
16 weekly caddie communications to Plaintiff and his coworkers, in which Defendants would control
17 and direct the performance of Plaintiff and his coworkers' work. For instance, the weekly caddie
18 communications contained directions such as,

19 "Whenever you are on property, you are a representative of our company. You need to be in
20 golf attire and reasonably clean-shaven EVERYTIME you are here for whatever reason."

21 "It is important that we respect our work area and maintain it. Please make sure that you are
22 putting away your trash and cleaning up after yourself."

23 "Please take extra sand bottles with you whenever you are playing golf and fill as many divots
24 as possible. The Club deems this as "high priority" and is most appreciative for your efforts."

25 "After a forecaddie round make sure you check inside the cart to make sure your players have
26 not left anything behind."

27 12. Every month, Plaintiff and his coworkers were emailed a schedule set by Defendants
28 MAYACAMA CSI, LLC and CADDIE SERVICES, LLC, which showed when Plaintiff and his

1 coworkers were required to come into work. If Plaintiff or his coworkers came into work earlier,
2 they would not be assigned a golfer. If they did a no-call, no-show, they could be written up.
3 Plaintiff and his coworkers were required to show up 45 minutes before a request.

4 13. Plaintiff and his coworkers were warned that if they refused to caddie for a golfer who was a
5 member of Mayacama Golf Club, their contract could be terminated.

6 14. As detailed above, Plaintiff, his coworkers, and subsequent employees were subject to the
7 control and direction of Defendants MAYACAMA CSI, LLC and CADDIE SERVICES, LLC.

8 15. Plaintiff, his coworkers, and subsequent employees were also subject to the control and
9 direction of Defendant MAYACAMA GOLF CLUB LLC.

10 16. For instance, sometimes an employee of Defendant MAYACAMA GOLF CLUB LLC
11 would assign Plaintiff and his coworkers to golfers, instead of an employee of Defendants
12 MAYACAMA CSI, LLC and CADDIE SERVICES, LLC.

13 17. As another example, Defendant MAYACAMA GOLF CLUB LLC distributed a document
14 that stated: "One of the great customs that our Caddies bring to Mayacama is the removal of caps
15 and the customary handshake with their players and fellow caddies upon greeting them and again on
16 the 18th green. This custom is also part of the Caddie certification process..."

17 18. Defendants MAYACAMA CSI, LLC and CADDIE SERVICES, LLC are in the business of
18 providing caddie services. Defendants MAYACAMA CSI, LLC and CADDIE SERVICES, LLC
19 advertise themselves as the "leading provider of caddie services," and state that, "our team consists
20 of more than 3,000 caddies..." Therefore, Plaintiff and his coworkers, who are caddies, performed
21 work within Defendants' usual course of business.

22 19. Defendant MAYACAMA GOLF CLUB LLC's usual course of business includes providing
23 caddie services to the golfers at its course. Defendant MAYACAMA GOLF CLUB LLC has a
24 "Mayacama Caddie Program," Plaintiff and his coworkers wore name tags and uniforms with the
25 Mayacama Golf Course logo, and Defendant MAYACAMA GOLF CLUB LLC has a "Caddie
26 Office," a "Caddie Manager," and an assistant caddie manager.

1 20. All Defendants exercised control over the wages of Plaintiff and his coworkers, as they all
2 failed to pay Plaintiff and his coworkers anything at all. Plaintiff and his coworkers were only paid
3 cash directly by golfers.

4 21. All of the Defendants knew that Plaintiff and his coworkers were not being paid by any of
5 the Defendants, and that Plaintiff and his coworkers were not being paid the minimum wage for all
6 the hours they worked. Therefore, all Defendants suffered and permitted Plaintiff and his
7 coworkers to work.

8 22. Defendants engaged Plaintiff and his coworkers. One document produced by Defendants
9 describes a “4-step screening process” for hiring caddies, which includes a telephone interview
10 conducted by the Mayacama Caddie manager, as well as a group interview conducted at the
11 Mayacama Golf Course.

12 23. Plaintiff, his coworkers, and subsequent employees were not paid the minimum wage for all
13 hours worked. Plaintiff and his coworkers were never paid at all by Defendants. Plaintiff and his
14 coworkers were only paid in cash directly by golfers when Plaintiff and his coworkers provided
15 caddying services to golfers. Plaintiff and his coworkers were never paid at all by anyone for the
16 significant amount of time they spent waiting at Mayacama Golf Club to be assigned a golfer, or for
17 their other non-caddie job duties, such as moving carts, giving rides, delivering, filling in divots,
18 etc.

19 24. Plaintiff, his coworkers, and subsequent employees were not provided rest periods - he and
20 his coworkers and subsequent employees were not able to take two ten-minute breaks per day.

21 25. Plaintiff, his coworkers, and subsequent employees were not provided meal periods- he and
22 many of his coworkers and subsequent employees had to work through their lunches.

23 26. Plaintiff worked approximately 8.5 hour per day, six days a week for Defendants on
24 average, but was never paid an overtime premium.

25 27. Plaintiff, his coworkers, and subsequent employees were not timely paid all wages due twice
26 each calendar month. As described above, they were not paid at all by Defendants.

27 28. Defendants failed to provide Plaintiff, his coworkers, and subsequent employees any
28 itemized wage statements at all.

1 29. Defendants failed to provide Plaintiff, his coworkers, and subsequent employees with paid
2 sick days. Furthermore, Defendants failed to keep records of the paid sick days accrued by
3 Plaintiff, his coworkers, and subsequent employees.

4 30. To date Defendants have not paid Plaintiff the full wages he earned. Furthermore,
5 Defendants have failed to pay Plaintiff's coworkers and subsequent employees their full wages
6 upon the termination of their employment.

7 31. Plaintiff and his coworkers would often show up to the Mayacama Golf Club as scheduled
8 by Defendants, wait three to eight hours for work, and receive no work. Instead of paying Plaintiff
9 and his coworkers reporting time pay, Defendants would simply give them one or more
10 "passovers," which would move them up the list to be assigned a golfer next time.

11 32. Defendants failed to keep payroll records showing the hours worked daily by Plaintiff and
12 his coworkers, and Defendants also failed to keep payroll records showing the wages paid to
13 Plaintiff and his coworkers.

14 33. Defendants required Plaintiff, his coworkers, and subsequent employees to buy white
15 jumpsuits branded with the Mayacama Golf Club logo from Defendant MAYACAMA GOLF
16 CLUB LLC and wear them. However, Defendants did not reimburse Plaintiff and his coworkers for
17 the cost of these uniforms, or the cost of maintaining them. Furthermore, Defendants forbade
18 Plaintiff and his coworkers from using Defendants' towels, so Plaintiff and his coworkers had to
19 buy towels at their own expense to clean the players' clubs. Defendants also failed to reimburse
20 Plaintiff for other necessary expenditures such as umbrellas, etc.

21 34. Defendants willfully violated the Fair Labor Standards Act by, inter alia, knowingly failing
22 to pay Plaintiff for the overtime hours he worked and by failing to keep records of the numerous
23 overtime hours worked by Plaintiff.

24 35. Defendants engaged in interstate commerce by contracting for goods and services from
25 businesses outside the State of California.

26 36. Defendants terminated Plaintiff's employment on or about November 19, 2023.

27 37. On March 29, 2024, Plaintiff gave written notice by online filing with the Labor and
28 Workforce Development Agency and by certified mail to Defendants MAYACAMA CSI, LLC,

1 MAYACAMA GOLF CLUB LLC, and CADDIE SERVICES, LLC of the specific provisions of the
2 California Labor Code alleged to have been violated, including the facts and theories to support the
3 alleged violations. (“The Notice.”)

4 38. The Notice filed with the Labor and Workforce Development Agency was accompanied by
5 a filing fee of \$75.

6 39. Defendants MAYACAMA CSI, LLC, MAYACAMA GOLF CLUB LLC, and CADDIE
7 SERVICES, LLC did not cure the alleged violation of California Labor Code section 226.8 within
8 33 calendar days of the postmark date of the Notice. Defendants did not file a notice with the Labor
9 and Workforce Development Agency within 33 days of the postmark date of Plaintiff’s Notice that
10 the alleged violation of California Labor Code section 226.8 had allegedly been cured. Defendants
11 did not give written notice by certified mail within 33 days of the postmark date of Plaintiff’s
12 Notice to Plaintiffs that the alleged violation of California Labor Code section 226.8 had allegedly
13 been cured, including a description of actions taken.

14 40. The Labor and Workforce Development Agency did not provide a notice within 65 days of
15 the postmark date of the Notice whether it intended to investigate the alleged violations of the
16 California Labor Code.

17 **FIRST CAUSE OF ACTION**

18 (Against all Defendants)

19 **FAILURE TO PAY MINIMUM WAGE**

20 **[California Labor Code §§ 1194, 1194.2, 1182.12, 1197.1, 2699]**

21 41. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

22 42. Plaintiff performed work for Defendants: he worked approximately 6,477 hours from June
23 13, 2021 to November 19, 2023. Plaintiffs’ coworkers also worked a significant number of hours
24 for Defendants.

25 43. Plaintiff and his coworkers were not paid anything at all by Defendants during this time
26 period.

27 44. Plaintiff is therefore owed approximately \$96,711.30 in unpaid minimum wages by all
28 Defendants.

1 **SECOND CAUSE OF ACTION**

2 (Against all Defendants)

3 **FAILURE TO PAY OVERTIME COMPENSATION**

4 **[California Labor Code §§ 1194, 510, 558, 2699; 29 USCS §§ 207, 216]**

5 45. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

6 46. Plaintiff and his coworkers performed work for Defendants.

7 47. Plaintiff and his coworkers worked overtime hours.

8 48. Defendants knew or should have known that Plaintiff and his coworkers had worked
9 overtime hours.

10 49. Plaintiff and his coworkers were not paid the overtime rate for the overtime hours they
11 worked.

12 50. Plaintiff is owed at least \$31,288.95 in unpaid overtime pay earned from approximately June
13 13, 2021 to November 19, 2023.

14 **THIRD CAUSE OF ACTION**

15 (Against all Defendants)

16 **FAILURE TO PROVIDE REST PERIODS**

17 **[California Labor Code §§ 226.7, 558, 2699]**

18 51. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

19 52. Plaintiff and his coworkers worked for Defendants on one or more workdays for at least
20 three and half hours.

21 53. Defendants did not authorize and permit Plaintiff and his coworkers to take one or more 10-
22 minute rest breaks to which Plaintiff and his coworkers were entitled.

23 54. Defendants failed to provide Plaintiff and his coworkers rest periods.

24 55. Defendants have not paid Plaintiff or his coworkers any rest period premiums.

25 56. Pursuant to California Labor Code § 226.7, Plaintiff is owed approximately \$22,732 in rest
26 period penalties accrued from approximately June 13, 2021 to November 19, 2023.

27 **FOURTH CAUSE OF ACTION**

28 (Against all Defendants)

1 **FAILURE TO PROVIDE MEAL PERIODS**

2 **[California Labor Code §§ 226.7, 512, 558]**

3 57. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

4 58. Plaintiff and his coworkers worked for Defendants for one or more workdays for a period
5 lasting longer than five hours.

6 59. Defendants did not provide Plaintiff and his coworkers with the opportunity to take a timely
7 uninterrupted meal break of at least 30 minutes for each five-hour period worked.

8 60. Defendants have not paid Plaintiff or his coworkers any meal period premiums.

9 61. Pursuant to California Labor Code § 226.7 Plaintiff is owed approximately \$11,366 in meal
10 period penalties accrued from approximately June 13, 2021 to November 19, 2023.

11 **FIFTH CAUSE OF ACTION**

12 (Against all Defendants)

13 **WILLFUL FAILURE TO PAY WAGES TO A DISCHARGED OR QUITTING**

14 **EMPLOYEE**

15 **[California Labor Code §§ 201, 202, 203, 2699]**

16 62. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

17 63. Plaintiff's employment was terminated on or about November 19, 2023. The employment
18 of many of Plaintiff's coworkers has ended.

19 64. To date, Defendants have willfully failed to pay all wages due to Plaintiff and his coworkers,
20 including, but not limited to, minimum wages, overtime wages, and reporting time pay.

21 65. Defendants have willfully failed to pay all wages due.

22 66. At the time of his termination, Plaintiff's daily wage rate including overtime owed was
23 \$135.63 per day.

24 67. Plaintiff is owed approximately \$4,068.90 in waiting time penalties.

25 68. Defendants failed to pay Plaintiff's coworkers all wages due immediately upon their
26 discharge, within 72 hours of quitting, and/or at the time of quitting in the cases in which Plaintiff's
27 coworkers gave at least 72 hours' notice.

28 **SIXTH CAUSE OF ACTION**

(Plaintiff and other current or former employees against Defendants MAYACAMA CSI, LLC,
MAYACAMA GOLF CLUB LLC, and CADDIE SERVICES, LLC)

WILLFUL MISCLASSIFICATION

[California Labor Code §§ 226.8, 2699]

69. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

70. Plaintiffs and their coworkers were employees of Defendants.

71. Defendants engaged in a pattern or practice of willfully misclassifying Plaintiffs and their coworkers as independent contractors.

72. Defendants are thus subject to a civil penalty of \$25,000.00 for each violation of California Labor Code § 226.8.

SEVENTH CAUSE OF ACTION

(Plaintiff and other current or former employees against Defendants MAYACAMA CSI, LLC,
MAYACAMA GOLF CLUB LLC, and CADDIE SERVICES, LLC)

VIOLATION OF THE LABOR CODE AND ORDERS REGULATING HOURS

[California Labor Code §§ 510, 558, 2699]

73. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

74. Defendants are in violation of California Labor Code § 510 and IWC Wage Order No. 10-2001, section 5 regulating hours in that Defendants failed to pay Plaintiff and his coworkers overtime, and failed to pay Plaintiff and his coworkers reporting time pay.

EIGHTH CAUSE OF ACTION

(Plaintiff and other current or former employees against Defendants MAYACAMA CSI, LLC,
MAYACAMA GOLF CLUB LLC, and CADDIE SERVICES, LLC)

FAILURE TO TIMELY PAY ALL WAGES DUE

[California Labor Code §§ 204, 210, 2699]

75. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

76. Defendants failed to timely pay Plaintiff and his coworkers all wages due, as required by California Labor Code § 204.

NINTH CAUSE OF ACTION

1 (Against all Defendants)

2 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

3 **[California Labor Code §§ 226, 226.3, 2699]**

4 77. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

5 78. Defendants knowingly and intentionally failed to provide itemized wage statements to
6 Plaintiff and his coworkers showing (1) gross wages earned, (2) total hours worked by each
7 employee, (3) all deductions, (4) net wages earned, (5) the inclusive dates of the period for which
8 each employee was paid, (6) the name of the employee and the last four digits of his or her social
9 security number or an employee identification number other than a social security number, (7) the
10 name and address of the legal entity that is the employer and (8) all applicable hourly rates in effect
11 during the pay period and the corresponding number of hours worked at each hourly rate by each
12 employee.

13 79. Plaintiff and his coworkers were injured by Defendants' failure to provide itemized wage
14 statements.

15 80. Plaintiff should have been issued approximately 12 wage statements from June 13, 2023
16 through November 19, 2023.

17 81. Plaintiff is therefore entitled to \$1,150 in penalties, plus attorney's fees and costs.

18 **TENTH CAUSE OF ACTION**

19 (Against all Defendants)

20 **FAILURE TO PROVIDE PAID SICK DAYS**

21 **[California Labor Code §§ 218, 245, 246, 248.5, 2699]**

22 82. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

23 83. Plaintiff worked for Defendants for 30 or more days within a year from the commencement
24 of employment.

25 84. Plaintiff worked for Defendants from 2006 to November 19, 2023, approximately 8.5 hours
26 per day, six days per week.

27 85. Plaintiff's coworkers worked for Defendants for 30 or more days within a year from the
28 commencement of employment.

1 86. Defendants failed to provide Plaintiff, his coworkers, and subsequent employees with paid
2 sick days.

3 **ELEVENTH CAUSE OF ACTION**

4 (Plaintiff and other current or former employees against Defendants MAYACAMA CSI, LLC,
5 MAYACAMA GOLF CLUB LLC, and CADDIE SERVICES, LLC)

6 **FAILURE TO KEEP RECORDS OF ACCURED SICK DAYS**

7 **[California Labor Code §§ 247.5(a), 2699]**

8 87. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

9 88. Defendants failed to keep records of the paid sick days accrued by Plaintiff, his coworkers,
10 and subsequent employees.

11 **TWELFTH CAUSE OF ACTION**

12 (Against all Defendants)

13 **FAILURE TO PAY REPORTING TIME PAY**

14 **[California Labor Code §§ 558, 2699, IWC Wage Order No. 10-2001, section 5]**

15 89. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

16 90. Plaintiff and his coworkers would often show up to the Mayacama Golf Club as scheduled
17 by Defendants, wait three to eight hours for work, and receive no work.

18 91. Instead of paying Plaintiff and his coworkers reporting time pay, Defendants would simply
19 give them one or more “Passovers,” which would move them up the list to be assigned a golfer the
20 next time.

21 92. Plaintiff and his coworkers would be required to report to work and did report to work, but
22 were not put to work or were furnished less than half their usual or scheduled day’s work.

23 93. Plaintiff and his coworkers were never paid reporting time pay. I.e., they were not paid for
24 half the usual or scheduled day’s work, or at least two hours at the minimum wage.

25 **THIRTEENTH CAUSE OF ACTION**

26 (Plaintiff and other current or former employees against Defendants MAYACAMA CSI, LLC,
27 MAYACAMA GOLF CLUB LLC, and CADDIE SERVICES, LLC)

28 **FAILURE TO KEEP PAYROLL RECORDS**

1 **[California Labor Code §§ 1174(d), 1174.5, 2699]**

2 94. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

3 95. Defendants willfully failed to keep payroll records showing the hours worked daily by
4 Plaintiff and his coworkers, and Defendants also willfully failed to keep payroll records showing the
5 wages paid to Plaintiff and his coworkers.

6 **FOURTEENTH CAUSE OF ACTION**

7 (Against all Defendants)

8 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

9 **[California Labor Code §§ 2802, 2699, 1197.1]**

10 96. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

11 97. Defendants required Plaintiff, his coworkers, and subsequent employees to buy white
12 jumpsuits branded with the Mayacama Golf Club logo from Defendant MAYACAMA GOLF
13 CLUB LLC and wear them.

14 98. However, Defendants intentionally did not reimburse Plaintiff and his coworkers for the cost
15 of these uniforms, or the cost of maintaining them.

16 99. Furthermore, Defendants forbade Plaintiff and his coworkers from using Defendants'
17 towels, so Plaintiff and his coworkers had to buy towels at their own expense to clean the players'
18 clubs.

19 100. Defendants also intentionally failed to reimburse Plaintiff and his coworkers for
20 other necessary expenditures such as umbrellas, etc.

21 **FIFTEENTH CAUSE OF ACTION**

22 (Plaintiff as an individual against all Defendants)

23 **VIOLATION OF UNFAIR COMPETITION LAW**

24 **[California Business and Professions Code § 17200 et seq.]**

25 101. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

26 102. Defendants engaged in unlawful and unfair business practices by failing to pay
27 Plaintiff the minimum wage, by failing to pay Plaintiff overtime, by failing to provide Plaintiff rest
28 periods, by failing to provide Plaintiff meal periods, by failing to provide Plaintiff paid sick days, by

1 failing to pay Plaintiff reporting time pay, and by failing to reimburse Plaintiff for necessary
2 expenditures.

3 103. Plaintiff is therefore entitled to restitution of all unpaid minimum wages earned since
4 June 13, 2020, all unpaid overtime earned since June 13, 2020, all rest period premiums earned
5 since June 13, 2020, all meal period premiums earned since June 13, 2020, all sick pay accrued
6 since June 13, 2020, all reporting time pay earned since June 13, 2020, and all unreimbursed
7 necessary expenditures incurred since June 13, 2020, totaling over \$179,408.60.

8
9 **PRAYER FOR RELIEF**

10 Wherefore, Plaintiff as an individual prays for the following relief against all Defendants:

11 **As to the first cause of action (Failure to Pay Minimum Wage):**

- 12 1. \$96,711.30 in unpaid minimum wages pursuant to California Labor Code section 1194;
13 2. \$96,711.30 in liquidated damages and interest thereon under California Labor Code section
14 1194.2 for Defendants' failure to pay Plaintiff the minimum wage;
15 3. Attorney's fees and costs, as provided for by California Labor Code section 1194;
16 4. Interest at the rate of ten percent per annum pursuant to California Labor Code sections
17 218.6 and 1194; and
18 5. Such other and further relief as the Court deems just and proper.

19 **As to the second cause of action (Failure to Pay Overtime Compensation):**

- 20 1. At least \$31,288.95 in unpaid overtime pay earned from approximately June 13, 2021 to
21 November 19, 2023.
22 2. Attorney's fees and costs, as provided for by California Labor Code section 1194 and 29
23 USCS § 216(b);
24 3. Interest at the rate of ten percent per annum pursuant to California Labor Code sections
25 218.6 and 1194;
26 4. Liquidated damages of at least \$31,288.95 as provided for by 29 USCS § 216(b); and
27 5. Such other and further relief as the Court deems just and proper.

28 **As to the third cause of action (Failure to Provide Rest Periods):**

6. At least \$22,732 in rest period penalties pursuant to California Labor Code section 226.7 accrued from approximately June 13, 2021 to November 19, 2023.

7. Interest at the rate of seven percent per annum pursuant to Cal. Const., art. XV, § 1;

8. Costs of suit; and

9. Such other and further relief as the Court deems just and proper.

As to the fourth cause of action (Failure to Provide Meal Periods):

10. At least \$11,366 in meal period penalties as provided for by California Labor Code section 226.7, accrued from approximately June 13, 2021 to November 19, 2023.

11. Interest at the rate of seven percent per annum pursuant to Cal. Const., art. XV, § 1;

12. Costs of suit; and

13. Such other and further relief as the Court deems just and proper.

As to the fifth cause of action (Willful Failure to Pay Wages to a Discharged or Quitting Employee):

14. At least \$4,068.90 in waiting time penalties under California Labor Code section 203;

15. Costs of suit;

16. Interest at the rate of seven percent per annum pursuant to Cal. Const., art. XV, § 1; and

17. Such other and further relief as the Court deems just and proper.

As to the ninth cause of action (Failure to Provide Itemized Wage Statements):

1. \$1,150 in wage statement penalties accrued since June 13, 2023;

2. Attorney's fees and costs, as provided for by California Labor Code section 226(e)(1);

3. Interest at the rate of seven percent per annum pursuant to Cal. Const., art. XV, § 1; and

4. Such other and further relief as the Court deems just and proper.

As to the tenth cause of action (Failure to Provide Paid Sick Days):

1. \$1,134.76 in unpaid sick pay, as provided for by California Labor Code sections 218, 245(b), and 246;

2. Attorney's fees and costs, as provided for by California Labor Code section 218.5(a);

3. Interest at the rate of ten percent per annum, as provided for by California Labor Code section 218.6; and

4. Such other and further relief as the Court deems just and proper.

As to the twelfth cause of action (Failure to Pay Reporting Time Pay):

1. Approximately \$22,732 in reporting time pay pursuant to IWC Wage Order No. 10-2001, section 5;
2. Interest at the rate of ten percent per annum pursuant to California Labor Code section 218.6; and
3. Such other and further relief as the Court deems just and proper.

As to the fourteenth cause of action (Failure to Indemnify for Necessary Expenditures):

1. Reimbursement for necessary expenditures incurred since June 13, 2021;
2. Interest at the rate of ten percent per annum, as provided for by California Labor Code section 2802(b);
3. Attorney's fees and costs, as provided for by California Labor Code section 2802(c); and
4. Such other and further relief as the Court deems just and proper.

As to the fifteenth cause of action (Violation of Unfair Competition Law):

1. \$132,232.80 in unpaid minimum wages;
2. \$43,924.65 in unpaid overtime wages, or \$14,641.55 in unpaid overtime premiums if unpaid minimum wages for hours worked in excess of 40 per week are awarded;
3. \$31,068 in rest period premiums, not to exceed \$31,068 total between rest period premiums and meal period premiums awarded;
4. \$15,534 in meal period premiums, not to exceed \$31,068 total between rest period premiums and meal period premiums awarded;
5. \$1,466.25 for unpaid sick days;
6. \$31,068 in reporting time pay, not to exceed \$132,232.80 total in unpaid minimum wages and reporting time pay;
7. All unreimbursed necessary expenditures incurred since June 13, 2020; and
8. Prejudgment interest at the rate of ten percent per annum.

Wherefore, Plaintiff prays for relief on behalf of himself and other current and former employees of Defendants against Defendants MAYACAMA CSI, LLC, MAYACAMA GOLF CLUB LLC, and CADDIE SERVICES, LLC:

As to the first cause of action (Failure to Pay Minimum Wage):

1. \$100 for each initial violation per employee per pay period and \$200 for each subsequent violation per employee per pay period in penalties as provided for by California Labor Code section 1197.1 for Defendants' failure to pay Plaintiff and his coworkers the minimum wage;
2. Pursuant to California Labor Code section 558(a)(1), a \$50 penalty for each initial violation for each employee for each pay period in which the employee was underpaid, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i);
3. Pursuant to California Labor Code section 558(a)(2), a \$100 penalty for each initial violation for each employee for each pay period in which the employee underpaid, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i); and
4. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

As to the second cause of action (Failure to Pay Overtime Compensation):

1. Pursuant to California Labor Code section 558(a)(1), a \$50 penalty for each initial violation for each employee for each pay period in which the employee was underpaid, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i);
2. Pursuant to California Labor Code section 558(a)(2), a \$100 penalty for each initial violation for each employee for each pay period in which the employee underpaid, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i); and
3. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

As to the third cause of action (Failure to Provide Rest Periods):

1. Pursuant to California Labor Code section 558(a)(1), a \$50 penalty for each initial violation for each employee for each pay period in which the employee was not provided rest periods, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i);
2. Pursuant to California Labor Code section 558(a)(2), a \$100 penalty for each initial violation for each employee for each pay period in which the employee was not provided rest periods, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i);
3. Pursuant to California Labor Code section 210(a)(1), for each initial violation, a \$100 penalty for each failure to pay each employee, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i);
4. Pursuant to California Labor Code section 210(a)(1), for subsequent violation, a \$200 penalty for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i); and
5. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

As to the fourth cause of action (Failure to Provide Meal Periods):

1. Pursuant to California Labor Code section 558(a)(1), a \$50 penalty for each initial violation for each employee for each pay period in which the employee was not provided meal periods, to be distributed 75 percent to the California Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as required by California Labor Code 2699(i);
2. Pursuant to California Labor Code section 558(a)(2), a \$100 penalty for each initial violation for each employee for each pay period in which the employee was not provided meal periods, to be distributed 75 percent to the California Labor and Workforce

1 Development Agency and 25 percent to each aggrieved employee, as required by California
2 Labor Code 2699(i);

3 3. Pursuant to California Labor Code section 210(a)(1), for each initial violation, a \$100
4 penalty for each failure to pay each employee, to be distributed 75 percent to the California
5 Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as
6 required by California Labor Code 2699(i);

7 4. Pursuant to California Labor Code section 210(a)(1), for subsequent violation, a \$200
8 penalty for each failure to pay each employee, plus 25 percent of the amount unlawfully
9 withheld, to be distributed 75 percent to the California Labor and Workforce Development
10 Agency and 25 percent to each aggrieved employee, as required by California Labor Code
11 2699(i); and

12 5. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

13 **As to the fifth cause of action (Failure to Pay Wages to a Discharged or Quitting Employee):**

14 1. As provided for by California Labor Code section 2699(f)(2), one hundred dollars (\$100) for
15 each aggrieved employee per pay period for the initial violation and two hundred dollars
16 (\$200) for each aggrieved employee per pay period for each subsequent violation.

17 2. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

18 **As to the sixth cause of action (Willful Misclassification):**

19 1. A \$25,000 civil penalty for each violation of California Labor Code section 226.8(a)(1), as
20 provided for in California Labor Code section 226.8(c), to be distributed 75 percent to the
21 California Labor and Workforce Development Agency and 25 percent to each aggrieved
22 employee, as required by California Labor Code 2699(i);

23 2. As required by California Labor Code section 226.8(e) and (f), a court order that Defendants
24 display prominently on their Internet Web sites, for one year, in an area which is accessible
25 to all employees and the general public a notice signed by an officer of Defendants that sets
26 forth all of the following:

27 a. That the Court has found that the Defendant has committed a serious violation of the
28 law by engaging in the willful misclassification of employees.

- 1 b. That the Defendant has changed its business practices in order to avoid committing
- 2 further violations of this section.
- 3 c. That any employee who believes that he or she is being misclassified as an
- 4 independent contractor may contact the Labor and Workforce Development Agency.
- 5 The notice shall include the mailing address, email address, and telephone number of
- 6 the agency.
- 7 d. That this notice is being posted pursuant to a state order.
- 8 3. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1); and
- 9 4. Such other and further relief as the Court deems just and proper.

10 **As to the seventh cause of action (Violation of the Labor Code and Orders Regulating Hours):**

- 11 1. As provided for by California Labor Code section 558(a)(1), a \$50 penalty for each initial
- 12 violation for each underpaid employee for each pay period in which the employee was
- 13 underpaid, to be distributed 75 percent to the California Labor and Workforce Development
- 14 Agency and 25 percent to each aggrieved employee, as required by California Labor Code
- 15 2699(i);
- 16 2. As provided for by California Labor Code section 558(a)(1), a \$100 penalty for each
- 17 subsequent violation for each underpaid employee for each pay period in which the
- 18 employee was underpaid, to be distributed 75 percent to the California Labor and Workforce
- 19 Development Agency and 25 percent to each aggrieved employee, as required by California
- 20 Labor Code 2699(i); and
- 21 3. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

22 **As to the eighth cause of action (Failure to Timely Pay Employees All Wages Due):**

- 23 1. Pursuant to California Labor Code section 210(a)(1), for each initial violation, a \$100
- 24 penalty for each failure to pay each employee, to be distributed 75 percent to the California
- 25 Labor and Workforce Development Agency and 25 percent to each aggrieved employee, as
- 26 required by California Labor Code 2699(i);
- 27 2. Pursuant to California Labor Code section 210(a)(1), for subsequent violation, a \$200
- 28 penalty for each failure to pay each employee, plus 25 percent of the amount unlawfully

1 withheld, to be distributed 75 percent to the California Labor and Workforce Development
2 Agency and 25 percent to each aggrieved employee, as required by California Labor Code
3 2699(i); and

4 3. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

5 **As to the ninth cause of action (Failure to Provide Itemized Wage Statements):**

6 1. As provided for by California Labor Code section 226.3, a penalty of \$250 per employee per
7 violation, and a penalty of \$1,000 per employee per each subsequent violation, to be
8 distributed 75 percent to the California Labor and Workforce Development Agency and 25
9 percent to each aggrieved employee, as required by California Labor Code 2699(i); and

10 2. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

11 **As to the tenth cause of action (Failure to Provide Paid Sick Days):**

12 1. As provided for by California Labor Code Section 248.5(c), \$50 per day or portion of a day
13 a violation occurs or continues for each employee or other person whose rights were
14 violated; and

15 2. As provided for by California Labor Code Section 248.5(e), the dollar amount of paid sick
16 days withheld from each employee multiplied by three, or \$250, whichever is greater, and
17 attorney's fees and costs;

18 3. As provided for by California Labor Code Section 248.5(f), prejudgment interest at the rate
19 of ten percent per annum; and

20 4. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

21 **As to the eleventh cause of action (Failure to Keep Records of Accrued Sick Days):**

22 1. As provided for by California Labor Code Section 248.5(c), \$50 per day or portion of a day
23 a violation occurs or continues for each employee or other person whose rights were
24 violated; and

25 2. As provided for by California Labor Code Section 248.5(e), attorney's fees and costs;

26 3. As provided for by California Labor Code Section 248.5(f), prejudgment interest at the rate
27 of ten percent per annum; and

28 4. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

1 **As to the twelfth cause of action (Failure to Pay Reporting Time Pay):**

- 2 1. As provided by California Labor Code section 558(a)(1), a \$50 penalty for each initial
3 violation for each underpaid employee for each pay period in which the employee was
4 underpaid, to be distributed 75 percent to the California Labor and Workforce Development
5 Agency and 25 percent to each aggrieved employee, as required by California Labor Code
6 2699(i);
- 7 2. As provided for by California Labor Code section 558(a)(1), a \$100 penalty for each
8 subsequent violation for each underpaid employee for each pay period in which the
9 employee was underpaid, to be distributed 75 percent to the California Labor and Workforce
10 Development Agency and 25 percent to each aggrieved employee, as required by California
11 Labor Code 2699(i); and
- 12 3. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

13 **As to the thirteenth cause of action (Failure to Keep Payroll Records):**

- 14 1. Civil penalties as provided for by California Labor Code section 1174.5;
- 15 2. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

16 **As to the fourteenth cause of action (Failure to Indemnify for Necessary Expenditures):**

- 17 1. As provided for by California Labor Code section 2802(d) and California Labor Code
18 section 1197.1(a), a \$100 penalty per each underpaid employee for each pay period for
19 which the employee is under paid, plus a \$250 penalty for each subsequent violation for
20 each underpaid employee for each pay period for which the employee is underpaid.
- 21 2. Attorney's fees and costs, as provided for by California Labor Code section 2699(g)(1).

22

23 DATED: June 13, 2024

24 
25 Joseph Gruchawka
26 Attorney for Plaintiff JOSEPH
27 MCCANN
28