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Attorneys for Plaintiff Daniel Volrich,
on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

Assigned for All Purposes
Judge Lon F. Hurwitz
Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DANIEL VOLRICH, on behalf of himself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

AFFINITY GROUP LLC d/b/a AFFINITY
RECOVERY, a California limited liability
company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 30-2024-01405245-CU-OE-CXC

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510,
512, 1174, 1174.5, AND 1194 AND PURSUANT
TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3 AND
558**

1 Plaintiff DANIEL VOLRICH (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of AFFINITY
3 GROUP LLC d/b/a AFFINITY RECOVERY, a California limited liability company, and any
4 subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

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

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

14 a. Failing to pay correct premium wages to Plaintiff and other Aggrieved
15 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
16 and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were
17 routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period
18 for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute
19 meal period for every shift worked that exceeded ten hours, but were not paid premium wages
20 of one hour’s pay at the proper rate of pay for each missed first or second meal period. Plaintiff
21 and Aggrieved Employees were simply denied the vast majority of their entitled meal periods.
22 Furthermore, even if they did not take a meal period, Defendants would adjust their timesheets
23 to clock them out for 30-minutes (and therefore show a legally compliant meal period) even
24 though Plaintiff and Aggrieved Employees worked during that time, thereby resulting in
25 uncompensated time, unpaid wages, and inaccurate records. This violates Labor Code §§
26 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC Wage Order 4-2001;

27 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved
28 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage

1 Order No. 4-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a
2 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
3 paid premium wages of one hour's pay for each missed rest period. Due to the busy nature of
4 their work, Plaintiff and other Aggrieved Employees were simply denied and not authorized
5 to take their legally entitled rest periods and were never paid premium wages for missed rest
6 periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

7
8 c. Failing to provide Plaintiff and Aggrieved Employees with wage statements
9 that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff
10 and other Aggrieved Employees were not paid all wages due, as stated above. As such, the
11 wage statements provided by Defendants failed to accurately state all gross wages earned, in
12 violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor
13 Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and
14 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
15 numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3; and

16
17 d. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
18 separation of their employment based on the time frames required by Labor Code §§ 201-202.
19 As stated above, Plaintiff and certain Aggrieved Employees were not paid all wages due
20 during the course of their employment and, as a result of this failure, they were not timely
21 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-
22 202 and is alleged on behalf of Plaintiff and those Aggrieved Employees no longer employed
23 by Defendants.

24 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
25 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

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

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III.
PARTIES

A. Plaintiff

5. Plaintiff DANIEL VOLRICH was employed by Defendants from September 2022 to March 2024 as a non-exempt employee in California.

B. Defendant

6. Defendant AFFINITY GROUP LLC is a California limited liability company doing business as AFFINITY RECOVERY, and employed Plaintiff and Aggrieved Employees in throughout California, including Orange County, California.

7. 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 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff 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.

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

9. 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.

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IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS CIVIL
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, AND 1194 AND PURSUANT
TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

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

12. For each such violation, Plaintiff 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 §§ 201, 202, 226(a), 226.7, 510, 512, 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.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On April 4, 2024, Plaintiff 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 Plaintiff from the LWDA within sixty-five (65) calendar days of April 4, 2024. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff 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.

Dated: June 10, 2024

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES
Attorneys for Plaintiff