

WORRELL LAW FIRM, APC

Kyle C. Worrell (SBN 281287)
kcw@worrell-law.com
1717 Old Tustin Avenue, Unit E
Santa Ana, CA 92705
Telephone: (657) 232-1450
Facsimile: (657) 232-1430

Attorneys for Plaintiff
RONALD D. KOEHN

FILED
Superior Court of California
County of Los Angeles
12/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – COMPLEX COURTHOUSE

RONALD D. KOEHN, individually and on
behalf of others similarly situated, including in
a representative capacity as a private attorney
general on behalf of the State of California and
other Aggrieved Employees,

Plaintiff,

v.

MIKE THOMPSON RECREATIONAL
VEHICLES, a corporation, MIKE
THOMPSON RECREATIONAL VEHICLES,
SANTA FE SPRINGS, a corporation, and
DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV26088

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. 17]*

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Labor Code §§ 226 and 246(i) (Failure to Provide Written Notice of Paid Sick Leave and Supplemental Paid Sick Leave)
- (8) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)

- (9) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (10) Violation of Cal. Business & Professions Code § 17200, *et seq.*
- (11) Violation of the Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2698 *et seq.*].

Plaintiff Ronald D. Koehn (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendant (defined below) and Does 1 through 100 for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendant’s failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide written notice of paid sick leave and supplemental paid sick leave, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiff’s First through Tenth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendant (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff’s Eleventh Cause of Action is brought as a representative action on behalf the State of California and other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved

1 employee against whom one or more of the alleged violations occurred. The civil penalties sought
2 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
3 according to proof at trial.

4 4. The Court has jurisdiction over this action pursuant to the California Constitution,
5 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
6 except those given by statute to other courts. The statutes under which this action is brought do not
7 specify any other basis for jurisdiction.

8 5. This Court has jurisdiction over Defendant because, upon information and belief,
9 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
10 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
11 them by the California courts consistent with traditional notions of fair play and substantial justice.

12 6. Venue is proper in this Court because, upon information and belief, Defendant
13 maintains offices, has agents, and/or transacts business in the State of California, County of Los
14 Angeles.

15 7. The “PAGA Period” is designated as the period from the date the PAGA letter was
16 filed with the LWDA, plus applicable tolling, through the present.

17 8. Venue is proper in this county under section 395.5 of the California Code of Civil
18 Procedure as Defendants operate various locations throughout the State, such that some or many of
19 the allegations herein took place within the County of Los Angeles. Further, Defendants employ
20 individuals throughout the State, including employees who have performed work for Defendants in
21 Los Angeles County including in Long Beach and Los Angeles. Accordingly, Aggrieved Employees
22 were employed and/or performed work during the PAGA Period for Defendants in Los Angeles
23 County. Finally, many of the acts alleged herein including Defendants’ failure to reimburse
24 Aggrieved Employees for a reasonable portion of their expenses, occurred in Los Angeles County.
25 Venue is therefore proper in Los Angeles County.

26 9. Venue is proper in any county in which any aggrieved employee worked and Labor
27 Code violations allegedly occurred. (*Crestwood Behavioral Health, Inc. v. Superior Court*, (2021)
28 60 Cal.App.5th 1069, 1075.).

1 **EXHAUSTION**

2 10. Plaintiff complied with the notice requirements pursuant to California Labor Code §
3 2699.3 and gave written notice via online filing and certified mail of the specific provisions alleged
4 to have been violated to the Labor and Workforce Development Agency and Defendants. See,
5 LWDA Case No.: LWDA-CM-1055095-24. The notice sent to the LWDA and to Defendants is
6 incorporated herein by reference.

7 11. The LWDA has not provided notice of its intention to investigate Defendant's
8 violations.

9 **PARTIES**

10 12. Plaintiff Ronald D. Koehn ("Plaintiff") is an individual residing in the County of
11 Orange, State of California. Koehn was originally hired on August 12, 2013, as finance manager.
12 After a break in service, he was rehired on August 5, 2019. Plaintiff's compensation agreement
13 provides that he would receive an hourly rate of \$15.00 per hour pay for all hours worked, plus a
14 Personal Commission Revenue Bonus ("PCRB") based on a specific company formula utilizing a
15 pool amount divided by the number of F&I managers multiplied by 100%. Plaintiff's actual pay
16 received did not include the \$15.00 per hour and included only commissions. It also did not include
17 pay for overtime or meal or rest period premiums. Although Plaintiff used a computer to clock in and
18 out, substantial amounts of his actual time at work would be worked off-the-clock, including calling
19 banks and other work, resulting in overtime and time worked that was not recorded or paid.
20 Additionally, Plaintiff also regularly worked 9 to 11 hours or more per day that was recorded in his
21 clocking system and for which he did not receive overtime pay or a sufficient meal or rest periods.
22 Plaintiff also often had to work during meal and rest periods, and meal periods often started after the
23 fifth hour. Plaintiff never received meal or rest period premiums for late, missed, or interrupted meal
24 periods. Plaintiff was paid semimonthly until his termination on February 15, 2024, which was
25 purportedly for elimination of position. He did not receive his final paycheck until March 6, 2024.

26 13. Based on the issues noted above, and following facts and theories, Defendant Mike
27 Thompson RV violated, among other provisions of the California Labor Code and applicable wage
28 law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510, 512(a),

1 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1197.2, 1198-1198.5, 2800 and 2802, and the
2 applicable IWC Wage Order.

3 14. Plaintiff is informed, believes, and based thereon alleges that Defendant MIKE
4 THOMPSON RECREATIONAL VEHICLES (“MIKE THOMPSON RV” or “Defendant”) is a
5 corporation with multiple locations throughout California, including in Los Angeles and Orange
6 County. Plaintiff is informed, believes, and based thereon alleges that Defendant MIKE
7 THOMPSON RV is registered to transact business in the State of California.

8 15. The true names and capacities of the defendants named herein as Does 1 through 100,
9 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who
10 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
11 section 474. Plaintiff is informed and believes that all of the Doe defendants are California residents.
12 Plaintiff will amend this Complaint to show such true names and capacities when they have been
13 determined.

14 16. Plaintiff is informed and believes that at all times relevant herein, each Defendant
15 designated, including Defendants and Does 1 through 100, was the agent, managing agent, principal,
16 owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of
17 each of the other defendants, and was at all times mentioned herein acting within the course and scope
18 of said agency and employment, and that all acts or omissions alleged herein were duly committed
19 with the ratification, knowledge, permission, encouragement, authorization and consent of each
20 Defendant designated herein. Defendants, if not separately noted, are collectively liable under either
21 a joint employer or a single enterprise theory, or in the alternative that each is an alter ego of one
22 another.

23 17. Defendant is, and at all times herein mentioned, conducting business in the County of
24 Los Angeles, State of California. Defendant also was the employer of Plaintiff from on or about
25 August 5, 2019, through February 15, 2024, consistent with the California Labor Code and Industrial
26 Welfare Commission Wage Orders (the “Wage Orders”).

27 18. Plaintiff further alleges that Defendant directly or indirectly controlled or affected the
28 working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class

1 so as to make each of said Defendant employers jointly liable under the statutory provisions set forth
2 herein.

3 **CLASS ACTION ALLEGATIONS**

4 19. Plaintiff brings the First through Tenth Causes of Action as a class action on his own
5 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks
6 class certification under Code of Civil Procedure section 382.

7 20. **Relevant Time Period:** The relevant time period is defined as the time period
8 beginning four years prior to the filing of this action until judgment is entered.

9 21. The class and subclass members are defined as follows:

10 a. **Breach of Contract – Hourly + Commission Employee (“Contract Hourly**
11 **Employee”) Class:** The proposed class is defined as follows: “All current and former
12 employees of Defendant within the State of California at any time during the **Relevant**
13 **Time Period** who were promised some, or all, of their compensation to be paid at an
14 hourly rate in addition to any incentive or commissions based pay (hereinafter referred
15 to as the “Class” or “Class Members.”).”

16 i. **Regular Rate OT Sub-Class:** All **Contract Hourly Employees** of Defendant
17 in California who earned non-discretionary bonuses or other incentive
18 payments, including commission pay, and worked overtime but did not receive
19 full compensation at their regular rate of pay during the **Relevant Time**
20 **Period**.

21 ii. **Regular Rate Meal or Rest Period Sub-Class:** All **Contract Hourly**
22 **Employees** of Defendant in California who earned non-discretionary bonuses
23 or other incentive payments, including commission pay, who suffered a
24 missed, short, late, or interrupted meal or rest period and did not receive
25 compensation at all or at their regular rate of pay during the **Relevant Time**
26 **Period**.

27 iii. **Off-the-Clock Sub-Class:** All **Contract Hourly Employees** of Defendant in
28 California who were required to work off-the-clock during the **Relevant Time**

1 **Period** as a result of Defendant's common policies and practices including,
2 but not limited to, understaffing, improper on-duty meal periods, unpaid time
3 for booting up or booting down their computers, among other things, all of
4 which resulted in uncompensated off-the-clock work.

5 iv. **Meal Period Sub-Class**: All **Contract Hourly Employees** of Defendant who
6 worked a shift in excess of five hours during the Relevant Time Period.

7 v. **Rest Period Sub-Class**: All **Contract Hourly Employees** of Defendant who
8 worked a shift of at least three and one-half (3.5) hours during the Relevant
9 Time Period.

10 vi. **Reimbursement Sub-Class**: All **Contract Hourly Employees** of Defendant
11 members who incurred necessary expenditures or losses in direct consequence
12 for the discharge of their duties.

13 b. **Wage Statement Penalties Class**: All **Class Members** employed by Defendant in
14 California during the period beginning one year before the filing of this action and
15 ending when final judgment is entered.

16 c. **Waiting Time Penalties Class**: All **Class Members** who separated from their
17 employment with Defendant during the period beginning three years before the filing
18 of this action and ending when final judgment is entered.

19 d. **UCL Class**: All **Class Members** employed by Defendant in California during the
20 **Relevant Time Period**.

21 22. **Reservation of Rights**: Plaintiff reserves the right to establish other subclasses as
22 appropriate, including pursuant to Rule of Court 3.765(b).

23 23. The Class is ascertainable and there is a well-defined community of interest in the
24 litigation:

25 a. **Numerosity**: The Class Members are so numerous that joinder of all Class Members
26 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
27 time; however, the Class is estimated to be over fifty (50) individuals, but fewer than
28 one hundred (100) individuals, and the identity of such membership is readily

ascertainable by inspection of Defendant's employment records.

- b. **Typicality**: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom she has a well-defined community of interest.
- c. **Adequacy**: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- d. **Superiority**: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.
- e. **Public Policy Considerations**: Certification of this lawsuit as a class action will advance public policy objectives. California employers violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

24. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

- a. Whether Defendant's failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, including whether its policies and

- 1 practices resulted in off-the-clock work, in violation of California law;
- 2 c. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
- 3 the other Class Members for all hours worked at their regular rate of pay when Plaintiff
- 4 or the other Class Members earned non-discretionary bonuses or other incentive
- 5 payments, including commission pay, and worked overtime;
- 6 d. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
- 7 the other Class Members for missed, short, late, or interrupted meal periods their
- 8 regular rate of pay when Plaintiff or the other Class Members earned non-discretionary
- 9 bonuses or other incentive payments, including commission pay, and suffered a
- 10 missed, short, late, or interrupted meal or rest period.
- 11 e. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
- 12 the other Class Members for all hours worked, and missed, short, late or interrupted
- 13 meal periods and rest breaks in violation of California law;
- 14 f. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
- 15 the other Class Members one (1) hour of pay at each employee's regular rate of
- 16 compensation for each workday that a legally compliant rest period was not provided;
- 17 g. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
- 18 the other Class Members one (1) hour of pay at each employee's regular rate of
- 19 compensation for each workday that a legally compliant meal period was not
- 20 provided;
- 21 h. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
- 22 the other Class Members an overtime premium at the employee's regular rate of
- 23 compensation when the employee had earned a non-discretionary bonus or other
- 24 incentive payment during the same pay period overtime was worked;
- 25 i. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
- 26 the other Class Members a meal period premium at the employee's regular rate of
- 27 compensation when the employee had earned a non-discretionary bonus or other
- 28 incentive payment during the same pay period the bonus was earned;

- 1 j. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff and
2 the other Class Members a rest period premium at the employee's regular rate of
3 compensation when the employee had earned a non-discretionary bonus or other
4 incentive payment during the same pay period the bonus was earned;
- 5 k. Whether Defendant required Plaintiff and the other Class Members to work more than
6 eight (8) hours per day and/or more than forty (40) hours per week and failed to pay
7 the legally required overtime compensation to Plaintiff and the other Class Members;
- 8 l. Whether Defendant deprived Plaintiff and the other Class Members of meal and/or
9 rest periods or required Plaintiff and the other Class Members to work during meal
10 and/or rest periods without compensation;
- 11 m. Whether Defendant failed to pay meal period premium wages to Class Members when
12 they were not provided with a legally compliant meal period;
- 13 n. Whether Defendant failed to pay rest period premium wages to Class Members when
14 they were not authorized and permitted to take legally compliant rest periods;
- 15 o. Whether Defendant failed to pay minimum wages to Plaintiff and the other Class
16 Members for all hours worked;
- 17 p. Whether Defendant failed to pay Plaintiff and the other Class Members the required
18 minimum wage pursuant to California law;
- 19 q. Whether Defendant failed to pay Plaintiff and the other Class Members proper
20 overtime compensation pursuant to California law;
- 21 r. Whether Defendant failed to pay all wages due to Plaintiff and the other Class
22 Members within the time required upon their discharge or resignation from
23 employment;
- 24 s. Whether Defendant failed to reimburse Plaintiff and the other Class Members for all
25 necessary business-related expenses and costs in violation of California Labor Code
26 section 2802;
- 27 t. Whether Defendant failed to pay reporting time wages in violation of the applicable
28 Industrial Welfare Commission ("IWC") Wage Order;

- 1 u. Whether Defendant failed to timely pay all wages due to Plaintiff and the other Class
2 Members during their employment;
- 3 v. Whether Defendant complied with wage reporting as required by the California Labor
4 Code, including section 226;
- 5 w. Whether Defendant's conduct was malicious, fraudulent or oppressive;
- 6 x. Whether Defendant's conduct was willful or reckless;
- 7 y. Whether Defendant engaged in unfair business practices in violation of California
8 Business & Professions Code section 17200, *et seq.* based on its improper withholding
9 of compensation and deduction of wages;
- 10 z. The appropriate amount of damages, restitution, and/or monetary penalties resulting
11 from Defendant's violation of California law; and
- 12 aa. Whether Plaintiff and the other Class Members are entitled to compensatory damages
13 pursuant to the California Labor Code.

14 **GENERAL ALLEGATIONS**

15 25. Defendant is engaged in the business of selling recreational vehicles.

16 26. At all relevant times set forth herein, Defendant employed Plaintiff and the Class as
17 hourly-paid employees who also earned incentive pay such as commissions or bonuses.

18 27. Throughout the time period involved in this case, Defendant had the authority to hire
19 and terminate Plaintiff and the Class; to directly or indirectly control work rules, working conditions,
20 wages, working hours, and conditions of employment of Plaintiff and the Class; and to hire and
21 terminate the employment of Plaintiff and the Class.

22 28. At all times herein mentioned, Defendant was subject to the Labor Code of the State
23 of California and the applicable IWC Orders.

24 29. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in an
25 ongoing and systematic scheme of wage abuse against its hourly-paid employees. As set forth in
26 more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff and the Class to work
27 without compensation and/or without timely compensation, thereby failing to pay them for all hours
28 worked, including minimum and overtime wages. In addition, Defendant routinely failed to permit

1 Plaintiff and the Class to take timely and duty-free meal periods and rest periods in violation of
2 California law. Defendant also failed to reimburse Plaintiff and the Class for all necessary business-
3 related expenses.

4 30. Throughout the time period involved in this case, Defendant implemented policies
5 and/or practices which failed to provide Plaintiff and the Class with timely and duty-free meal
6 periods. Defendant routinely failed to relieve Plaintiff and the Class of all duties during their meal
7 periods, regularly failed to relinquish control over Plaintiff and the Class during their meal periods,
8 regularly failed to provide Plaintiff and the Class with a reasonable opportunity to take their meal
9 periods, and regularly impeded or discouraged Plaintiff and the Class from taking thirty (30) minute
10 uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second
11 thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting
12 more than ten (10) hours. Defendant also failed to maintain accurate records of meal periods taken
13 by Plaintiff and the Class.

14 31. Throughout the time period involved in this case, Defendant did not adequately inform
15 Plaintiff and the Class of their right to take meal periods under California law. Moreover, Defendant
16 systematically disregarded its own written policies regarding the provision and timing of meal periods
17 for Plaintiff and the Class. Instead, Defendant's actual policy and practice was to schedule Plaintiff
18 and the Class in a way that prohibited them from taking timely and duty-free meal periods, and to
19 require Plaintiff and the Class to work through their meal periods, for which they were not
20 compensated.

21 32. Throughout the time period involved in this case, Defendant failed to pay Plaintiff and
22 the Class premium wages for meal periods that were missed, late, interrupted, or shortened in
23 violation of California law. Defendant knew or should have known that Plaintiff and the Class were
24 entitled to receive all meal periods or payment of one additional hour of pay at their regular rate of
25 pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this knowledge,
26 Defendant routinely failed to provide legally compliant meal periods to Plaintiff and the Class, and
27 routinely failed to pay one additional hour of pay to Plaintiff and the Class at their regular rate of pay
28 when a meal period was missed, short, late, and/or interrupted.

1 33. Throughout the time period involved in this case, Defendant has implemented policies
2 and practices which prohibited Plaintiff and the Class from taking timely and duty-free rest periods.
3 Defendant regularly failed to provide, authorize, and permit Plaintiff and the Class to take full,
4 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours
5 and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours,
6 and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle
7 of each work period.

8 34. Throughout the time period involved in this case, Defendant did not adequately inform
9 Plaintiff and the Class of their right to take rest periods under California law. Moreover, Defendant
10 systematically disregarded their own written policies regarding the provision and timing of rest
11 periods for Plaintiff and the Class. Instead, Defendant's actual policy and practice was to schedule
12 Plaintiff and the Class in a way that regularly prohibited them from taking timely and duty-free rest
13 periods, and to regularly require Plaintiff and the Class to work through their rest periods.

14 35. Throughout the time period involved in this case, Defendant failed to pay Plaintiff and
15 the Class premium wages for rest periods that were missed, late, interrupted, or shortened in violation
16 of California law. Defendant knew or should have known that Plaintiff and the Class were entitled
17 to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when
18 a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant
19 routinely failed to authorize and permit Plaintiff and the Class to take duty-free rest periods, and
20 failed to pay one additional hour of pay to Plaintiff and the Class at their regular rate of pay when a
21 rest period was missed, short, late and/or interrupted.

22 36. Throughout the time period involved in this case, Defendant paid Plaintiff and the
23 Class with paychecks that would bounce, or delay the issuance of payments, so that payment would
24 not be received by Plaintiff and the Class until after the time period designated and required by the
25 California Labor Code.

26 37. Throughout the time period involved in this case, Defendant implemented policies that
27 prohibited Plaintiff and the Class from accurately recording the actual time worked, resulting in a
28 failure to pay Plaintiff and the Class all wages owed.

1 38. Throughout the time period involved in this case, Plaintiff and the Class worked more
2 than eight (8) hours in a day, and/or forty (40) hours in a week.

3 39. Throughout the time period involved in this case, Defendant regularly failed to pay all
4 overtime compensation owed to Plaintiff and the Class when they worked in excess of eight (8) hours
5 in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours
6 in a single work day and/or eighty (80) hours in a single work week. Defendant knew or should have
7 known that Plaintiff and the Class were entitled to receive certain wages for overtime compensation
8 and that they were not receiving wages for overtime compensation.

9 40. Throughout the time period involved in this case, Defendant failed to pay overtime to
10 Plaintiff and the Class for all overtime hours worked based on regular rates of pay correctly calculated
11 to include all applicable remuneration.

12 41. Throughout the time period involved in this case, Defendant regularly failed to pay
13 Plaintiff and the Class at least minimum wages for all hours worked. Defendant knew or should have
14 known that Plaintiff and the Class were entitled to receive at least minimum wages for all hours
15 worked and that they were not receiving at least minimum wages for all hours worked. Defendant's
16 failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff and the Class at the required
17 minimum wage pursuant to California law.

18 42. Throughout the time period involved in this case, Defendant regularly failed to pay
19 Plaintiff and the Class all wages owed to them upon discharge or resignation. Defendant knew or
20 should have known that Plaintiff and the Class were entitled to receive all wages owed to them upon
21 termination within the time permissible under California Labor Code section 202. Plaintiff and the
22 Class did not receive payment of all final wages owed to them upon discharge or resignation,
23 including overtime compensation and minimum wages within any time permissible under California
24 Labor Code section 202.

25 43. Throughout the time period involved in this case, Defendant regularly failed to pay
26 Plaintiff and the Class all wages within any time permissible under California law, including, *inter*
27 *alia*, California Labor Code section 204. Defendant knew or should have known that Plaintiff and
28 the Class were entitled to receive all wages owed to them during their employment. Plaintiff and the

1 Class did not receive payment of all wages, including overtime compensation, minimum wages, and
2 meal and rest period premiums.

3 44. Throughout the time period involved in this case, Defendant regularly failed to provide
4 complete or accurate wage statements to Plaintiff and the Class. Defendant knew or should have
5 known that Plaintiff and the Class were entitled to receive complete and accurate wage statements in
6 accordance with California law, but, in fact, they did not receive complete and accurate wage
7 statements from Defendant. The deficiencies included, *inter alia*, the failure to include the total
8 number of hours worked, the actual gross wages earned, the correct rates of pay, and the address of
9 the legal entity of the employer.

10 45. California Labor Code section 246(I) states that an “employer shall provide an
11 employee with written notice that sets forth the amount of paid sick leave available, or paid time off
12 leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage
13 statement as described in Section 226 or in a separate writing provided on the designated pay date
14 with the employee's payment of wages.” Defendant knowingly and intentionally failed to provide
15 timely, accurate, itemized wage statements to Plaintiff and the Class in accordance with Labor Code
16 sections 226(a) and 246(i), and to keep accurate records as required by § 1174(d). The wage
17 statements provided to Plaintiff and the Class, and the records maintained by Defendant, have not
18 accurately reflected the amounts of available paid sick leave, vacation, or paid time off. Such failures
19 caused injury to Plaintiff and the Class, by, among other things, depriving them of the rights afforded
20 them by the 2021 and/or 2022 COVID-19 Supplemental Paid Sick Leave laws, and by impeding them
21 from knowing the accurate amounts of available paid sick leave, vacation, or paid time off.

22 46. Throughout the time period involved in this case, Defendant regularly failed to keep
23 complete or accurate payroll records for Plaintiff and the Class. Defendant knew or should have
24 known that Defendant was required to keep complete and accurate payroll records for Plaintiff and
25 the Class in accordance with California law, but, in fact, did not keep complete and accurate payroll
26 records.

27 47. Throughout the time period involved in this case, Defendant regularly failed to
28 maintain accurate records relating to Plaintiff’s and the Class’s work periods, meal periods, total daily

1 hours, hours per pay period, and applicable pay rates.

2 48. Throughout the time period involved in this case, Defendant failed to reimburse
3 Plaintiff and the Class for all necessary business-related expenses, including but not limited to cell
4 phone usage. Defendant knew or should have known that Defendant was required to reimburse
5 Plaintiff and the Class for all necessary business-related expenses and costs, but, in fact, failed to do
6 so in violation of California law.

7 49. Throughout the time period involved in this case, Defendant knew or should have
8 known that they had a duty to compensate Plaintiff and the Class pursuant to California law.
9 Defendant had the financial ability to pay such compensation, but willfully, knowingly, and
10 intentionally failed to do so, and falsely represented to Plaintiff and the Class that they paid all wages
11 owed to them, all in order to increase Defendant's profits.

12 50. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
13 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
14 her] under this article."

15 **FIRST CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 510 and 1198)**

17 **(Against All Defendants)**

18 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
19 every allegation set forth above.

20 52. California Labor Code section 1198 and the applicable IWC Wage Order provide that
21 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half
22 or two-times that person's regular rate of pay, depending on the number of hours worked by the
23 person on a daily or weekly basis.

24 53. Specifically, the applicable IWC Wage Order provides that Defendant is and was
25 required to pay Plaintiff and the other Class Members employed by Defendant, and working more
26 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
27 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
28 workweek.

1 54. The applicable IWC Wage Order further provides that Defendant is and was required
2 to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of pay
3 for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of
4 eight (8) hours on the seventh day of work in a workweek.

5 55. California Labor Code section 510 codifies the right to overtime compensation at one-
6 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
7 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no
8 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
9 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

10 56. During the relevant time period, Plaintiff and the other Class Members regularly
11 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

12 57. During the relevant time period, Defendant intentionally and willfully failed to
13 properly pay overtime wages owed to Plaintiff and the other Class Members.

14 58. Defendant's failure to properly pay Plaintiff and the other Class Members the unpaid
15 balance of overtime compensation, as required by California laws, violates the provisions of
16 California Labor Code sections 510 and 1198, and is therefore unlawful.

17 59. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
18 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 **(Against All Defendants)**

22 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 61. At all relevant times, the relevant IWC Order and California Labor Code sections
25 226.7 and 512(a) were applicable to Plaintiff's and the other Class Members' employment by
26 Defendant.

27 62. At all relevant times, California Labor Code section 226.7 provides that no employer
28 shall require an employee to work during any meal or rest period mandated by an applicable order of

1 the California IWC.

2 63. At all relevant times, the applicable IWC Wage Order and California Labor Code
3 section 512(a) provides that an employer may not require, cause or permit an employee to work for
4 a work period of more than five (5) hours per day without providing the employee with a meal period
5 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
6 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
7 employee.

8 64. At all relevant times, California Labor Code section 512(a) further provides that an
9 employer may not require, cause or permit an employee to work for a work period of more than ten
10 (10) hours per day without providing the employee with a second uninterrupted meal period of not
11 less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours,
12 the second meal period may be waived by mutual consent of the employer and the employee only if
13 the first meal period was not waived.

14 65. During the relevant time period, Plaintiff and the other Class Members who were
15 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally
16 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
17 hours without an uninterrupted meal period of not less than thirty (30) minutes.

18 66. During the relevant time period, Plaintiff and the other Class Members who were
19 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
20 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
21 minutes.

22 67. During the relevant time period, Defendant intentionally and willfully required
23 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were
24 late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the
25 full meal period premium for missed, shortened, late, or interrupted meal periods.

26 68. During the relevant time period, Defendant failed to pay Plaintiff and the other Class
27 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

28 ///

69. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

70. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

72. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendant.

73. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

74. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

75. During the relevant time period, Defendant required Plaintiff and other Class Members to work four (4) or more hours (or majority fraction thereof) without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked (or majority fraction thereof).

76. During the relevant time period, Defendant willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to

1 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to
2 take uninterrupted, duty-free rest breaks.

3 77. During the relevant time period, Defendant failed to pay Plaintiff and the other Class
4 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
5 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
6 Members from taking uninterrupted rest periods.

7 78. Defendant's conduct violates applicable IWC Wage Orders and California Labor
8 Code section 226.7.

9 79. Pursuant to the applicable IWC Wage Orders and California Labor Code section
10 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional
11 hour of pay at the employees' regular hourly rate of compensation for each workday that the rest
12 period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

15 **(Against All Defendants)**

16 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
17 every allegation set forth above.

18 81. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
19 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum
20 so fixed is unlawful.

21 82. During the relevant time period, Defendant regularly failed to properly pay minimum
22 wages to Plaintiff and the other Class Members as required pursuant to California Labor Code
23 sections 1194, 1197, and 1197.1.

24 83. Defendant's failure to pay Plaintiff and the other Class Members the minimum wage
25 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
26 sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their
27 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages
28 in an amount equal to the wages unlawfully unpaid and interest thereon.

84. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, and 203)

(Against All Defendants)

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

86. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. During the relevant time period, the employment of Plaintiff and many other Class Members with Defendant ended, *i.e.* was terminated by quitting or discharge. Defendant intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendant all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their leaving Defendant's employ.

88. Defendant's failure to pay Plaintiff and other Class Members who are no longer employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

89. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

90. Plaintiff and other Class Members who are no longer employed by Defendant is entitled to recover from Defendant the statutory penalty wages for each day they were not paid, up to

1 a thirty (30) day maximum pursuant to California Labor Code section 203.

2 **SIXTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 204 and 210)**

4 **(Against All Defendants)**

5 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 92. At all times herein set forth, California Labor Code section 204 provides that all wages
8 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar
9 month, other than those wages due upon termination of an employee, are due and payable between
10 the 16th and 26th day of the month during which the labor was performed.

11 93. At all times herein set forth, California Labor Code section 204 provides that all wages
12 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
13 month, other than those wages due upon termination of an employee, are due and payable between
14 the 1st and the 10th day of the following month.

15 94. At all times herein set forth, California Labor Code section 204 provides that all wages
16 earned for labor in excess of the normal work period shall be paid no later than the payday for the
17 next regular payroll period.

18 95. During the relevant time period, Defendant intentionally and willfully failed to pay
19 Plaintiff and other Class Members all wages due to them, within any time period permissible under
20 California Labor Code section 204.

21 96. Plaintiff and other Class Members are entitled to recover all available remedies for
22 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant
23 to Labor Code section 210(b).

24 **SEVENTH CAUSE OF ACTION**

25 **(Violation of Labor Code §§ 226 and 246(i) (Failure to Provide Written**

26 **Notice of Paid Sick Leave and Supplemental Paid Sick Leave)**

27 **(Against All Defendants)**

28 ///

1 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
2 every allegation set forth above.

3 98. At all material times set forth herein, California Labor Code section 246(i) states that
4 an “employer shall provide an employee with written notice that sets forth the amount of paid sick
5 leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the
6 employee's itemized wage statement as described in Section 226 or in a separate writing provided on
7 the designated pay date with the employee's payment of wages.”

8 99. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
9 wage statements to Plaintiff and the Class in accordance with Labor Code sections 226(a) and 246(i),
10 and to keep accurate records as required by § 1174(d). The wage statements provided to Plaintiff and
11 the Class, and the records maintained by the Defendant, have not accurately reflected the amounts of
12 available paid sick leave, vacation, or paid time off. Such failures caused injury to Plaintiff and the
13 Class, by, among other things, depriving them of the rights afforded them by the 2021 COVID-19
14 Supplemental Paid Sick Leave law, and by impeding them from knowing the accurate amounts of
15 available paid sick leave, vacation, or paid time off.

16 100. Defendant has intentionally and willfully failed to provide Plaintiff and the Class with
17 complete and accurate wage statements. The deficiencies include, but are not limited to failure to
18 provide paystubs, and/or the failure list the total number of hours worked, the actual gross wages
19 earned, the correct rates of pay, and the address of the legal entity of the employer.

20 101. Because of Defendant’s violation of California Labor Code section 226(a), Plaintiff
21 and the Class have suffered injury and damage to their statutorily protected rights.

22 102. More specifically, Plaintiff and the Class have been injured by Defendant’s intentional
23 and willful violation of California Labor Code section 226(a) because they were denied both their
24 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
25 pursuant to California Labor Code section 226(a).

26 103. Plaintiff and the Class are entitled to recover from Defendant the greater of their actual
27 damages caused by Defendant’s failure to comply with California Labor Code section 226(a), or an
28 aggregate penalty not exceeding four thousand dollars per employee.

1 104. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
2 this section, pursuant to California Labor Code section 226(g).

3 **EIGHTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226(a))**

5 **(Against All Defendants)**

6 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
7 every allegation set forth above.

8 106. At all material times set forth herein, California Labor Code section 226(a) provides
9 that every employer shall furnish each of his or her employees an accurate itemized statement in
10 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
11 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
12 all deductions, provided that all deductions made on written orders of the employee may be
13 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
14 which the employee is paid, (7) the name of the employee and his or her social security number, (8)
15 the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
16 effect during the pay period and the corresponding number of hours worked at each hourly rate by
17 the employee. The deductions made from payments of wages shall be recorded in ink or other
18 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
19 record of the deductions shall be kept on file by the employer for at least three years at the place of
20 employment or at a central location within the State of California.

21 107. Defendant has intentionally and willfully failed to provide Plaintiff and the Class with
22 complete and accurate wage statements. The deficiencies include, but are not limited to failure to
23 provide paystubs, and/or the failure list the total number of hours worked, the actual gross wages
24 earned, the correct rates of pay, and the address of the legal entity of the employer.

25 108. Because of Defendant's violation of California Labor Code section 226(a), Plaintiff
26 and the Class have suffered injury and damage to their statutorily protected rights.

27 109. More specifically, Plaintiff and the Class have been injured by Defendant's intentional
28 and willful violation of California Labor Code section 226(a) because they were denied both their

1 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
2 pursuant to California Labor Code section 226(a).

3 110. Plaintiff and the Class are entitled to recover from Defendant the greater of their actual
4 damages caused by Defendant's failure to comply with California Labor Code section 226(a), or an
5 aggregate penalty not exceeding four thousand dollars per employee.

6 111. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
7 this section, pursuant to California Labor Code section 226(g).

8 **NINTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 2800 and 2802)**

10 **(Against All Defendants)**

11 112. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

13 113. Pursuant to California Labor Code sections 2800 and 2802, an employer must
14 reimburse its employee for all necessary expenditures incurred by the employee in direct consequence
15 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
16 consequence of his or her obedience to the directions of the employer.

17 114. Plaintiff and the Class incurred necessary business-related expenses and costs that
18 were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary business-
19 related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred
20 as a result of, including but not limited to, simple negligence.

21 115. Defendant has intentionally and willfully failed to reimburse Plaintiff and the Class
22 for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover
23 from Defendant their business-related expenses and costs incurred during the course and scope of
24 their employment, plus interest accrued from the date on which the employee incurred the necessary
25 expenditures at the same rate as judgments in civil actions in the State of California.

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4
5

6
7
8
9

10
11
12

13
14
15
16
17
18
19
20
21

22
23

24

25

26
27
28

123. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, et seq.)

(Against All Defendants)

124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

125. Plaintiff brings Plaintiff's Eleventh cause of action as a representative action on behalf of the State and other Aggrieved Employees in Plaintiff's representative capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

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

127. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against Plaintiff during Plaintiff's time of employment. Plaintiff is therefore, an "aggrieved employee" under PAGA.

128. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

/ / /

1 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum
2 wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

3 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
4 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*

5 c. Failing to provide legally required meal periods to Plaintiff and the
6 Aggrieved Employees and failing to pay Plaintiff and the Aggrieved Employees an additional hour
7 of premium pay at the employee's regular rate of pay for meal period violations in violation of Labor
8 Code §§ 226.7 and 512.

9 d. Failing to provide authorize and permit Plaintiff and the Aggrieved
10 Employees to take duty-free rest periods and failing to pay Plaintiff and the Aggrieved Employees
11 an additional hour of premium pay at the employee's regular rate of pay for rest period violations
12 in violation of Labor Code §§ 226.7 and 512.

13 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the
14 end of their employment in violation of Labor Code § 203.

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

17 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete,
18 accurate, itemized wage statements in violation of Labor Code § 226.

19 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
20 Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and
21 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable
22 IWC Wage Order.

23 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
24 business- related expenses in violation of Labor Code §§ 2800 and 2802.

25 129. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, in Plaintiff's
26 representative capacity, on behalf of the Aggrieved Employees and the State of California, requests
27 and is entitled to recover penalties against Defendants for the Labor Code violations described above,
28 including but not limited to penalties under California Code of Regulations Title 8 section 11010,

1 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and
2 1197.1, and any and all additional penalties and sums as provided by the California Labor Code
3 and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown
4 according to proof at trial.

5 130. Plaintiff, through Plaintiff's counsel of record, has exhausted Plaintiff's administrative
6 remedies pursuant to Labor Code § 2699.3 by online filing with the Labor and Workforce
7 Development Agency ("LWDA") and by certified mail to the Defendants. Accordingly, Plaintiff has
8 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
9 Orders that Defendants have violated, including the facts and theories to support the violations, and
10 of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee
11 required under Labor Code § 2699.3.

12 131. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since
13 the mailing of Plaintiff's notice, and the Labor and Workforce Development Agency has not indicated
14 that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may
15 commence a civil action to recover penalties on behalf of the State and other Aggrieved Employees
16 pursuant to Labor Code § 2699.3.

17 132. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect the State's interests and the interests of the Aggrieved Employees, and to assess and collect
19 the civil penalties owed by Defendants. Plaintiff, in Plaintiff's representative capacity, therefore
20 seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any
21 other applicable statute.

22 133. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
23 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in
24 Labor Code §2699.3.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
27 public similarly situated, prays for relief and judgment against Defendant, jointly and severally, as
28 follows:

1 **Class Certification**

- 2 1. That this action be certified as a class action;
- 3 2. That Plaintiff be appointed as the representative of the Class;
- 4 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 5 4. That Defendant provide to Class Counsel immediately the names and most current/last
- 6 known contact information (address, e-mail and telephone numbers) of all class members.

7 **As to the First Cause of Action**

- 8 5. That the Court declare, adjudge and decree that Defendant violated California Labor
- 9 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
- 10 wages due to Plaintiff and other Class Members;
- 11 6. For general unpaid wages at overtime wage rates and such general and special
- 12 damages as may be appropriate;
- 13 7. For pre-judgment interest on any unpaid overtime compensation commencing from
- 14 the date such amounts were due;
- 15 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 16 Labor Code section 1194; and
- 17 9. For such other and further relief as the Court may deem just and proper.

18 **As to the Second Cause of Action**

- 19 10. That the Court declare, adjudge and decree that Defendant violated California Labor
- 20 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all
- 21 meal periods (including second meal periods) to Plaintiff and the Class;
- 22 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
- 23 employee's regular rate of compensation for each workday that a meal period was not provided;
- 24 12. For all actual, consequential, and incidental losses and damages, according to proof;
- 25 13. For premium wages pursuant to California Labor Code section 226.7;
- 26 14. For pre-judgment interest on any unpaid wages from the date such amounts were due;
- 27 15. For reasonable attorneys' fees and costs of suit incurred herein; and
- 28 16. For such other and further relief as the Court may deem just and proper.

1 **As to the Third Cause of Action**

2 17. That the Court declare, adjudge and decree that Defendant violated California Labor
3 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods
4 to Plaintiff and the Class;

5 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
6 employee's regular rate of compensation for each workday that a rest period was not provided;

7 19. For all actual, consequential, and incidental losses and damages, according to proof;

8 20. For premium wages pursuant to California Labor Code section 226.7;

9 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
10 and

11 22. For such other and further relief as the Court may deem just and proper.

12 **As to the Fourth Cause of Action**

13 23. That the Court declare, adjudge and decree that Defendant violated California Labor
14 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
15 Class;

16 24. For general unpaid wages and such general and special damages as may be
17 appropriate;

18 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
19 Plaintiff and the Class in the amount as may be established according to proof at trial;

20 26. For pre-judgment interest on any unpaid compensation from the date such amounts
21 were due;

22 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
23 Labor Code section 1194(a);

24 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

25 29. For such other and further relief as the Court may deem just and proper.

26 **As to the Fifth Cause of Action**

27 30. That the Court declare, adjudge and decree that Defendant violated California Labor
28 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of

1 termination of the employment of Plaintiff and other Class Members no longer employed by
2 Defendant;

3 31. For all actual, consequential, and incidental losses and damages, according to proof;

4 32. For statutory wage penalties pursuant to California Labor Code section 203 for
5 Plaintiff and other Class Members who have left Defendant's employ;

6 33. For pre-judgment interest on any unpaid compensation from the date such amounts
7 were due; and

8 34. For such other and further relief as the Court may deem just and proper.

9 **As to the Sixth Cause of Action**

10 35. That the Court declare, adjudge and decree that Defendant violated California Labor
11 Code section 204 by willfully failing to pay all compensation owed at the time required by California
12 Labor Code section 204 to Plaintiff and the Class;

13 36. For statutory penalties pursuant to California Labor Code section 210;

14 37. For such other and further relief as the Court deems just and proper.

15 **As to the Seventh Cause of Action**

16 38. That the Court declare, adjudge and decree that Defendant violated the record keeping
17 provisions of California Labor Code sections 226(a) and 246(i), and applicable IWC Wage Orders as
18 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

19 39. For actual, consequential and incidental losses and damages, according to proof;

20 40. For statutory penalties pursuant to California Labor Code sections 226(e) and 246; and

21 41. For such other and further relief as the Court may deem just and proper.

22 **As to the Eighth Cause of Action**

23 42. That the Court declare, adjudge and decree that Defendant violated the record keeping
24 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
25 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

26 43. For actual, consequential and incidental losses and damages, according to proof;

27 44. For statutory penalties pursuant to California Labor Code section 226(e); and

28 45. For such other and further relief as the Court may deem just and proper.

1 **As to the Ninth Cause of Action**

2 46. That the Court declare, adjudge and decree that Defendant violated California Labor
3 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary
4 business-related expenses as required by California Labor Code sections 2800 and 2802;

5 47. For actual, consequential and incidental losses and damages, according to proof;

6 48. For the imposition of civil penalties and/or statutory penalties;

7 49. For reasonable attorneys' fees and costs of suit incurred herein; and

8 50. For such other and further relief as the Court may deem just and proper.

9 **As to the Tenth Cause of Action**

10 51. That the Court declare, adjudge and decree that Defendant violated California
11 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all
12 overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the
13 Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and
14 other Class Members' wages timely as required by California Labor Code section 201, 202, and 204
15 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

16 52. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
17 from the day such amounts were due and payable;

18 53. For the appointment of a receiver to receive, manage and distribute any and all funds
19 disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result
20 of violation of California Business and Professions Code sections 17200, *et seq.*;

21 54. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
22 Code of Civil Procedure section 1021.5;

23 55. For injunctive relief to ensure compliance with this section, pursuant to California
24 Business and Professions Code sections 17200, *et seq.*; and

25 56. For such other and further relief as the Court may deem just and proper.

26 **As to the Eleventh Cause of Action**

27 57. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
28 Code.

1 58. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
2 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
3 other applicable statutes; and

4 59. For such other relief as the Court deems just and proper.
5

6 DATED: December 23, 2024

WORRELL LAW FIRM, APC

7
8 By:



9 KYLE C. WORRELL
10 *Attorneys for Plaintiff*
11 Ronald D. Koehn
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

DATED: December 23, 2024

WORRELL LAW FIRM, APC

By:



KYLE C. WORRELL
Attorneys for Plaintiff
Ronald D. Koehn

1 **PROOF OF SERVICE**

2 **CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES**

3 **CASE NAME: Ronald D. Koehn v. Mike Thompson RV, et al.**

4 **CASE NO.: 24STCV26088**

5 I am employed in the County of Orange, State of California. I am over the age of 18 and not
6 a party to the within action. My business address is: 1717 Old Tustin Avenue, Unit E, Santa Ana, CA
92705.

7 On December 23, 2024, I caused the following document(s) described as:

8 **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**

9 to be served on all interested parties in this action as follows:

10 FISHER & PHILLIPS LLP
11 Tyler T. Rasmussen, Esq.
12 Cinnamon Carr, Esq.
13 Erica Aguila-socho
14 Adriana Miranda
2050 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152
Email:

trasmussen@fisherphillips.com
ccarr@fisherphillips.com
eaguila-socho@fisherphillips.com
amiranda@fisherphillips.com

Attorneys for Defendants:
MIKE THOMPSON RECREATIONAL
VEHICLES and MIKE THOMPSON
RECREATIONAL VEHICLES, SANTA
FE SPRINGS

17 **[] BY MAIL**

18 ☐ I deposited such envelope in the mail at Santa Ana, California. The envelope was mailed
19 with postage thereon fully prepaid.

20 ☐ As follows: I am “readily familiar” with the firm’s practice of collection and processing
21 correspondence for mailing. Under that practice it would be deposited with U.S. postal service on
22 that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of
business. I am aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for mailing in
affidavit.

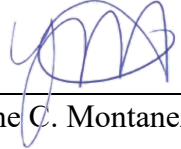
23 **[XX] BY E-MAIL OR ELECTRONIC TRANSMISSION**

24 Based on a Court order or on an agreement by the parties to accept service by e-mail or
25 electronic transmission, I caused the document(s) described above to be sent from e-mail address
staff@worrell-law.com to the persons at the e-mail address listed above. I did not receive, within a
26 reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

1 **[] BY FEDERAL EXPRESS** I am “readily familiar” with the firm’s practice of collection and
2 processing correspondence for deposit with Federal Express. Under that practice it would be
3 deposited with Federal Express on that same day with fees thereon fully prepaid at Santa Ana,
4 California in the ordinary course of business. I am aware that on motion of the party served, service
5 is presumed invalid if date of receipt of the document by Federal Express is more than one day after
6 date of deposit for mailing in affidavit.

7 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that the
8 above is true and correct.

9 Executed on December 23, 2024, at Santa Ana, California.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


Yvonne C. Montanez