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BANKS and GREGORY WHITFIELD,
individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ROVALIER BANKS and GREGORY
WHITFIELD, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

LUXE WORLDWIDE HOTELS, LLC, a
Delaware limited liability company; EH
SUMMIT, INC., a business entity of unknown
form; and DOES 1 through 50, inclusive,

Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 30 2021

Sherri R. Carter, Executive Officer/Clerk of Court

By: Tanya Herrera, Deputy

21STCV12379

CASE NO.

CLASS ACTION

COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices
10. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiffs ROVALIER BANKS (“BANKS”) and GREGORY WHITFIELD (“WHITFIELD”) (collectively, “PLAINTIFFS”), individually and on behalf of all others similarly situated, hereby allege as follows:

INTRODUCTION

1. PLAINTIFFS bring this action on behalf of themselves and all other similarly-situated current and former non-exempt employees of defendants LUXE WORLDWIDE HOTELS, LLC (“LUXE”), EH SUMMIT, INC. (“EH SUMMIT”) and DOES 1 through 50 inclusive (collectively, “DEFENDANTS”) in the State of California during the relevant statutory period to recover, among other things, unpaid compensation arising from DEFENDANTS’ failure to provide employees meal and rest periods (or compensation therefor) as required under California law, unpaid minimum and overtime wages, and unreimbursed business expenses. PLAINTIFFS also seek penalties, interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and injunctive relief.

JURISDICTION AND VENUE

2. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFFS are citizens and residents of the State of California and DEFENDANTS are qualified to do business and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

3. Venue is proper in this judicial district and County of Los Angeles because PLAINTIFFS and other persons similarly situated performed work for DEFENDANTS in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact business in the County of Los Angeles, and DEFENDANTS' illegal policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFFS and other persons similarly situated in the County of Los Angeles.

THE PARTIES

4. BANKS is a resident of the State of California and a former employee of DEFENDANTS.

1 5. WHITFIELD is a resident of the State of Michigan and a former employee of
2 DEFENDANTS.

3 6. PLAINTIFFS bring this action on behalf of themselves and the following
4 similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-
5 exempt employees of DEFENDANTS in the State of California at any time from October 4
6 ,2015, to the date this action settles or proceeds to final judgment (the “CLASS PERIOD”)
7 who worked at the Luxe Sunset Boulevard Hotel and Luxe Rodeo Drive Hotel. PLAINTIFFS
8 reserve the right to name additional class representatives.

9 7. PLAINTIFFS are informed and believe, and thereon allege, that LUXE is, and at
10 all times relevant hereto was, a Delaware limited liability company. PLAINTIFFS are further
11 informed and believe, and thereon allege, that LUXE is authorized to conduct business, maintains
12 offices and facilities, conducts business, and engages in illegal policies or practices in the County
13 of Los Angeles.

14 8. PLAINTIFFS are informed and believe, and thereon allege, that EH SUMMIT is,
15 and at all times relevant hereto was, a business entity of unknown form. PLAINTIFFS are further
16 informed and believe, and thereon allege, that EH SUMMIT is authorized to conduct business,
17 and does conduct business, in the State of California. Specifically, EH SUMMIT maintains
18 offices and facilities, conducts business, and engages in illegal policies or practices in the County
19 of Los Angeles.

20 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE defendants under fictitious
22 names. PLAINTIFFS are informed and believe, and thereon allege, that each defendant
23 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
24 that PLAINTIFFS’ and CLASS MEMBERS’ injuries and damages, as alleged herein, were
25 proximately caused by the conduct of such DOE defendants. PLAINTIFFS will seek leave of the
26 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
27 when ascertained.
28

1 10. At all relevant times herein, DEFENDANTS were the joint employers of
2 PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon
3 allege, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
4 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
5 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
6 of each other. Each defendant was completely dominated by his, her or its co-defendant, and
7 each was the alter ego of the other.

8 11. At all relevant times, PLAINTIFFS and CLASS MEMBERS were employed by
9 DEFENDANTS under employment agreements that were partly written, partly oral, and partly
10 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
11 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
12 PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and schemes
13 which include, but are not limited to, failing to provide meal periods; failing to authorize and
14 permit rest breaks; failing to pay minimum and overtime wages; failing to pay wages due to
15 discharged and quitting employees; failing to provide accurate itemized statements; failing to
16 maintain required records; and failing to compensate PLAINTIFFS and CLASS MEMBERS for
17 necessary expenditures, in violation of the California Labor Code and the applicable Industrial
18 Welfare Commission ("IWC") Wage Order.

19 12. PLAINTIFFS are informed and believe, and thereon allege, that each and every
20 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
21 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
22 of each of the other defendants, and that said acts and failures to act were within the course and
23 scope of said agency, employment and/or direction and control.

24 13. As a direct and proximate result of DEFENDANTS' unlawful actions,
25 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
26 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
27 of this Court.

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1 **CLASS ACTION ALLEGATIONS**

2 14. This action is appropriately suited for a class action because:

3 a. The potential class is of a significant number. Joinder of all current and
4 former employees individually would be impracticable.

5 b. This action involves common questions of law and fact because the action
6 focuses on DEFENDANTS' illegal practices and policies, which are applied to all non-exempt
7 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and
8 Professions Code which prohibits unfair business practices arising from such violations.

9 c. PLAINTIFFS' claims are typical of the claims of the class because
10 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code,
11 the applicable IWC Wage Order, and the Business and Professions Code.

12 d. PLAINTIFFS will fairly and adequately protect the interests of all CLASS
13 MEMBERS.

14 e. A class action is superior to other available methods for fairly and
15 efficiently adjudicating the controversy.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Meal Periods**

18 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001 § 11]**

19 **(Against all DEFENDANTS)**

20 15. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
21 the allegations in paragraphs 1 through 14.

22 16. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
23 and practice of failing to provide PLAINTIFFS and CLASS MEMBERS full and timely meal
24 periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001
25 § 11.

26 17. As a result of DEFENDANTS' policies and practices as alleged herein,
27 PLAINTIFFS and CLASS MEMBERS regularly have been, and continue to be, denied the
28

1 opportunity to take full, uninterrupted, and timely meal periods as required under California
2 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001 § 11.

3 18. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
4 and IWC Wage Order No. 5-2001 § 11 by failing to compensate PLAINTIFFS and CLASS
5 MEMBERS who were not provided a meal period, in accordance with the applicable Wage
6 Order, one additional hour of compensation at each employee's regular rate of compensation for
7 each work day that a meal period was not provided.

8 19. As a direct and proximate result of the aforementioned violations, PLAINTIFFS
9 and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
10 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
11 economic and statutory damages and penalties and other appropriate relief due to
12 DEFENDANTS' violations of the California Labor Code and IWC Wage Order No. 5-2001.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Authorize and Permit Rest Periods**

15 **[Cal. Labor Code § 226.7; IWC Wage Order No. 5-2001 § 12]**

16 **(Against all DEFENDANTS)**

17 20. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
18 the allegations in paragraphs 1 through 19.

19 21. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
20 and practice of failing to authorize and permit PLAINTIFFS and CLASS MEMBERS to take rest
21 breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 5-2001 § 12. As
22 a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFFS and CLASS
23 MEMBERS regularly have been, and continue to be, denied the opportunity to take full,
24 uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC
25 Wage Order No. 5-2001 § 12.

26 22. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
27 and IWC Wage Order No. 5-2001 § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS
28 who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of compensation for each work
2 day that a rest period was not provided.

3 23. As a direct and proximate result of the aforementioned violations, PLAINTIFFS
4 and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
5 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
6 economic and statutory damages and penalties and other appropriate relief due to
7 DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 5-2001.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Pay Minimum Wages**

10 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001 § 4]**

11 **(Against all DEFENDANTS)**

12 24. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
13 the allegations in paragraphs 1 through 23.

14 25. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
15 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
16 worked in a payroll period is unlawful.

17 26. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to pay
18 PLAINTIFFS and CLASS MEMBERS minimum wages for all hours worked by, among other
19 things: requiring, suffering, or permitting PLAINTIFFS and CLASS MEMBERS to work off the
20 clock; requiring, suffering, or permitting PLAINTIFFS and CLASS MEMBERS to work through
21 meal breaks without compensation; illegally and inaccurately recording time worked by
22 PLAINTIFFS and CLASS MEMBERS; and other methods to be discovered.

23 27. DEFENDANTS' conduct described herein violates, and continues to violate,
24 California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001 § 4. As a proximate
25 result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been
26 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
27 §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code
28 and IWC Wage Order, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid

1 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
2 expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Overtime Wages**

5 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001 § 3]**

6 **(Against all DEFENDANTS)**

7 28. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
8 the allegations in paragraphs 1 through 27.

9 29. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-
10 2001 § 3, an employer must compensate its employees for all overtime at a rate of one and one-
11 half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
12 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work
13 day and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12)
14 hours in any work day and for all hours worked in excess of eight (8) hours on the seventh
15 consecutive day of work in any workweek.

16 30. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
17 employees entitled to the protections of California Labor Code § 510 and 1194 and IWC Wage
18 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed and continue to fail to
19 compensate, PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required
20 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
21 other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of
22 pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order No. 5-
23 2001 § 3; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to work off
24 the clock; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to work
25 through meal breaks without compensation; illegally and inaccurately recording time worked by
26 PLAINTIFFS and CLASS MEMBERS; and other methods to be discovered.

27 31. In violation of California law, DEFENDANTS failed to pay PLAINTIFFS and
28 CLASS MEMBERS overtime wages for all hours worked. As a direct and proximate result,

1 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
2 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
3 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
4 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
5 of this Court.

6 32. DEFENDANTS' conduct described herein violated, and continues to violate,
7 California Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 5-2001 § 3.
8 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other
9 applicable provisions under the California Labor Code and IWC Wage Order, PLAINTIFFS and
10 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
11 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

14 **[Cal. Labor Code §§ 201, 202, 203]**

15 **(Against all DEFENDANTS)**

16 33. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
17 the allegations in paragraphs 1 through 32.

18 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
19 required to pay all earned and unpaid wages to an employee who is discharged.

20 35. California Labor Code § 201 mandates that if an employer discharges an
21 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
22 immediately.

23 36. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
24 required to pay all accrued wages due to an employee no later than seventy-two (72) hours after
25 the employee quits his or her employment, unless the employee provided seventy-two (72) hours
26 previous notice of his or her intention to quit, in which case the employee is entitled to his or
27 wages at the time of quitting.

28

37. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) work days.

38. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

39. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

40. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

41. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 40.

42. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed, and continue to fail, to timely provide PLAINTIFFS and CLASS MEMBERS with accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

1 43. During the CLASS PERIOD, PLAINTIFFS and CLASS MEMBERS suffered, and
2 continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate
3 itemized wage statements, as PLAINTIFFS and CLASS MEMBERS could not promptly and
4 easily determine from the wage statement alone one or more of the following: the gross wages
5 earned, the total hours worked, all deductions made, the net wages earned, and/or all applicable
6 hourly rates in effect during each pay period and the corresponding number of hours worked at
7 each hourly rate.

8 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
9 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
10 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
11 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
12 civil penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not
13 limited to those provided in California Labor Code § 226(e), as well as other available remedies.

14 **SEVENTH CAUSE OF ACTION**

15 **Failure to Maintain Required Records**

16 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

17 **(Against all DEFENDANTS)**

18 45. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
19 the allegations in paragraphs 1 through 44.

20 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
21 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
22 DEFENDANTS knowingly and intentionally failed to maintain records as required under
23 California Labor Code §§ 226 and 1174, and IWC Wage Order No. 5-2001, § 7, including but not
24 limited to the following records: total daily hours worked by each employee; applicable rates of
25 pay; all deductions; meal periods; time records showing when each employee begins and ends
26 each work period; and accurate itemized statements.

27 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
28 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at

1 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
2 PLAINTIFFS and CLASS MEMBERS are entitled to all available civil and statutory penalties and
3 an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
4 provided in California Labor Code § 226(e), as well as other available remedies.

5 **EIGHTH CAUSE OF ACTION**

6 **Failure to Indemnify Employees for Necessary**

7 **Expenditures Incurred in Discharge of Duties**

8 **[Cal. Labor Code § 2802]**

9 **(Against all DEFENDANTS)**

10 48. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
11 the allegations in paragraphs 1 through 47.

12 49. California Labor Code § 2802(a) requires an employer to indemnify an employee
13 for all necessary expenditures or losses incurred by the employee in direct consequence of the
14 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

15 50. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to
16 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
17 incurred in direct consequence of the discharge of their duties while working under the direction
18 of DEFENDANTS, including but not limited to expenses for cell phones, uniforms, and other
19 employment-related expenses, in violation of California Labor Code § 2802.

20 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
21 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
22 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
23 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
24 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
25 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
26 available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

4 **(Against all DEFENDANTS)**

5 52. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in paragraphs 1 through 51.

7 53. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to
10 authorize and permit rest breaks; DEFENDANTS' failure to pay minimum and overtime wages;
11 DEFENDANTS' failure to pay all wages due to discharged and employees; DEFENDANTS'
12 failure to furnish accurate itemized wage statements; DEFENDANTS' failure to maintain
13 required records; DEFENDANTS' failure to indemnify PLAINTIFFS and CLASS MEMBERS
14 for necessary expenditures and/or losses incurred in the discharge of their duties, constitutes an
15 unfair and unlawful business practice under California Business and Professions Code § 17200, et
16 seq.

17 54. DEFENDANTS' violations of California wage and hour laws constitute a business
18 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
19 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and
20 CLASS MEMBERS.

21 55. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
22 rest periods, and other benefits as required by the California Labor Code, the California Code of
23 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
24 record, report, and pay the correct sums of assessment to the state authorities under the California
25 Labor Code and other applicable regulations.

26 56. As a result of DEFENDANTS' unfair and unlawful business practices,
27 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
28 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be

1 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
2 MEMBERS.

3 57. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
5 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
6 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
7 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
8 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

10 **TENTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(By BANKS Against All DEFENDANTS)**

14 58. PLAINTIFFS incorporate herein by specific reference as though fully set forth the
15 allegations in all preceding paragraphs, with exception of the allegations in paragraph 12 and the
16 subparagraphs thereto.

17 59. BANKS is an “aggrieved employee” within the meaning of California Labor Code
18 § 2699(c), and is a proper representative to bring a civil action on behalf of himself and other
19 current and former employees of DEFENDANTS pursuant to the procedures specified in
20 California Labor Code § 2699.3, because BANKS was employed by DEFENDANTS and the
21 alleged violations of the California Labor Code were committed against PLAINTIFF.

22 60. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
23 Labor Code §§ 2698–2699.5, BANKS seeks to recover civil penalties, including but not limited
24 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC
25 Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations
26 set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203,
27 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. BANKS also is entitled to an
28 award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

61. Pursuant to California Labor Code § 2699.3, BANKS gave written notice on May 11, 2020 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to LUXE of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to BANKS that it intends to investigate the alleged violations.

62. Therefore, BANKS has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFFs and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 5-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and 2698–2699.5;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions

1 providing for attorneys' fees and costs;

2 10. For declaratory relief;

3 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,
4 Eighth, and Ninth Causes of Action as a class action;

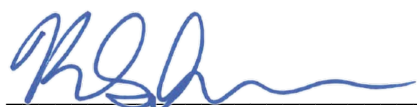
5 12. For an order appointing PLAINTIFFS as class representative, and PLAINTIFFS'
6 counsel as class counsel; and

7 13. For such further relief that the Court may deem just and proper.
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10 DATED: March 30, 2021

Respectfully submitted,

11 **MATERN LAW GROUP, PC**

12
13 By: 

14 MATTHEW J. MATERN

LAUNA ADOLPH

KAYVON SABOURIAN

15 Attorneys for Plaintiffs ROVALIER BANKS and
16 GREGORY WHITFIELD, individually and on
17 behalf of all others similarly situated
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DEMAND FOR JURY TRIAL

PLAINTIFFS, individually and on behalf of all others similarly situated, hereby demand a trial by jury on all issues so triable.

DATED: March 30, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

LAUNA ADOLPH

KAYVON SABOURIAN

Attorneys for Plaintiffs ROVALIER BANKS,
individually and on behalf of all others similarly
situated

Superior Court of California
County of Los Angeles
111 North Hill Street
Los Angeles, CA 90012

Receipt ST-2021-0341121.1
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CASE # 21STCV12379
ROVALIER BANKS, et al vs LUXE

Unlimited Civil- Compt/UD/Pet 435.00
filed >25k -
GC70611,70602.5,70602.6 For
Plaintiff
Complex Case Fee - Plaintiff: 1,000.00
(one fee for all Plaintiffs)GC
70616(a)

Case Total: 1,435.00

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