

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Heather Davis (SBN 239372)
PROTECTION LAW GROUP LLP
136 Main Street, Suite A
El Segundo, California, 90245
Tel: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

FRANCISCO QUINTANA, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

STANFORD PARK HOTEL, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 19CIV01194

*Assigned for all purposes to:
Hon. Marie S. Weiner, Dept. 2*

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code §

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff FRANCISCO QUINTANA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the 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. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of San Mateo. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of San Mateo. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of San Mateo.

PARTIES

5. Plaintiff FRANCISCO QUINTANA is an individual residing in the State of California.

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6. Defendant STANFORD PARK HOTEL, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Mateo.

7. At all relevant times, Defendant STANFORD PARK HOTEL was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants STANFORD PARK HOTEL, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant STANFORD PARK HOTEL and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or

1 affected the working conditions, wages, working hours, and conditions of employment of
2 Plaintiff and the other class members so as to make each of said Defendants employers liable
3 under the statutory provisions set forth herein.

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5 **CLASS ACTION ALLEGATIONS**

6 12. Plaintiff bring this action on his own behalf and on behalf of all other members
7 of the general public similarly situated, and, thus, seeks class certification under California
8 Code of Civil Procedure section 382.

9 13. The proposed class is defined as follows:

10 All current and former hourly-paid or non-exempt employees who worked for
11 any of the Defendants within the State of California at any time during the
12 period from March 5, 2019 to final judgment.

13 14. Plaintiff reserves the right to establish subclasses as appropriate.

14 15. The class is ascertainable and there is a well-defined community of interest in
15 the litigation:

16 a. Numerosity: The class members are so numerous that joinder of all class
17 members is impracticable. The membership of the entire class is
18 unknown to Plaintiff at this time; however, the class is estimated to be
19 greater than fifty (50) individuals and the identity of such membership is
20 readily ascertainable by inspection of Defendants' employment records.

21 b. Typicality: Plaintiff's claims are typical of all other class members' as
22 demonstrated herein. Plaintiff will fairly and adequately protect the
23 interests of the other class members with whom he has a well-defined
24 community of interest.

25 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
26 each class member, with whom he has a well-defined community of
27 interest and typicality of claims, as demonstrated herein. Plaintiff has no
28 interest that is antagonistic to the other class members. Plaintiff's

1 attorneys, the proposed class counsel, are versed in the rules governing
2 class action discovery, certification, and settlement. Plaintiff has
3 incurred, and during the pendency of this action will continue to incur,
4 costs and attorneys' fees, that have been, are, and will be necessarily
5 expended for the prosecution of this action for the substantial benefit of
6 each class member.

7 d. Superiority: A class action is superior to other available methods for the
8 fair and efficient adjudication of this litigation because individual joinder
9 of all class members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class
11 action will advance public policy objectives. Employers of this great
12 state violate employment and labor laws every day. Current employees
13 are often afraid to assert their rights out of fear of direct or indirect
14 retaliation. However, class actions provide the class members who are
15 not named in the complaint anonymity that allows for the vindication of
16 their rights.

17 16. There are common questions of law and fact as to the class members that
18 predominate over questions affecting only individual members. The following common
19 questions of law or fact, among others, exist as to the members of the class:

20 a. Whether Defendants' failure to pay wages, without abatement or
21 reduction, in accordance with the California Labor Code, was willful;

22 b. Whether Defendants' had a corporate policy and practice of failing to
23 pay their hourly-paid or non-exempt employees within the State of
24 California for all hours worked and missed (short, late, interrupted,
25 and/or missed altogether) meal periods and rest breaks in violation of
26 California law;

27 c. Whether Defendants required Plaintiff and the other class members to
28 work over eight (8) hours per day and/or over forty (40) hours per week

1 and failed to pay the legally required overtime compensation to Plaintiff
2 and the other class members;

- 3 d. Whether Defendants deprived Plaintiff and the other class members of
4 meal and/or rest periods or required Plaintiff and the other class
5 members to work during meal and/or rest periods without compensation;
6 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
7 other class members for all hours worked;
8 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
9 class members within the required time upon their discharge or
10 resignation;
11 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
12 the other class members during their employment;
13 h. Whether Defendants complied with wage reporting as required by the
14 California Labor Code; including, *inter alia*, section 226;
15 i. Whether Defendants kept complete and accurate payroll records as
16 required by the California Labor Code, including, *inter alia*, section
17 1174(d);
18 j. Whether Defendants failed to reimburse Plaintiff and the other class
19 members for necessary business-related expenses and costs;
20 k. Whether Defendants' conduct was willful or reckless;
21 l. Whether Defendants engaged in unfair business practices in violation of
22 California Business & Professions Code section 17200, et seq.;
23 m. The appropriate amount of damages, restitution, and/or monetary
24 penalties resulting from Defendants' violation of California law; and
25 n. Whether Plaintiff and the other class members are entitled to
26 compensatory damages pursuant to the California Labor Code.

27 **GENERAL ALLEGATIONS**

- 28 17. At all relevant times set forth herein, Defendants employed Plaintiff and other

1 persons as hourly-paid or non-exempt employees within the State of California, including the
2 County of San Mateo.

3 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
4 exempt employee, from approximately December 2015 to approximately September 2016 and
5 from approximately October 2016 to approximately October 2017, in the State of California,
6 County of San Mateo.

7 19. Defendants hired Plaintiff and the other class members, classified them as
8 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
9 missed meal periods and/or rest breaks.

10 20. Defendants had the authority to hire and terminate Plaintiff and the other class
11 members, to set work rules and conditions governing Plaintiff's and the other class members'
12 employment, and to supervise their daily employment activities.

13 21. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
15 and the other class members.

16 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
17 class members.

18 23. Defendants continue to employ hourly-paid or non-exempt employees within the
19 State of California.

20 24. Plaintiff and the other class members worked over eight (8) hours in a day,
21 and/or forty (40) hours in a week during their employment with Defendants.

22 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
24 employees within the State of California. This pattern and practice involved, *inter alia*, failing
25 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
26 breaks in violation of California law.

27 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 certain wages for overtime compensation and that they were not receiving accurate overtime
2 compensation for all overtime hours worked.

3 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to provide Plaintiff and the other class members all required rest and meal periods during
5 the relevant time period as required under the Industrial Welfare Commission Wage Orders
6 and thus they are entitled to any and all applicable penalties.

7 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
10 member's regular rate of pay when a meal period was missed, and they did not receive all meal
11 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
12 regular rate of pay when a meal period was missed.

13 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
16 member's regular rate of pay when a rest period was missed, and they did not receive all rest
17 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
18 regular rate of pay when a rest period was missed.

19 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 at least minimum wages for compensation and that they were not receiving at least minimum
22 wages for all hours worked.

23 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 all wages owed to them upon discharge or resignation, including overtime and minimum wages
26 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
27 them at the time of their discharge or resignation.

28 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and the other class members were entitled to receive
2 all wages owed to them during their employment. Plaintiff and the other class members did
3 not receive payment of all wages, including overtime and minimum wages and meal and rest
4 period premiums, within any time permissible under California Labor Code section 204.

5 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to receive
7 complete and accurate wage statements in accordance with California law, but, in fact, they did
8 not receive complete and accurate wage statements from Defendants. The deficiencies
9 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
10 other class members.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Defendants had to keep complete and accurate payroll records
13 for Plaintiff and the other class members in accordance with California law, but, in fact, did
14 not keep complete and accurate payroll records.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to
17 reimbursement for necessary business-related expenses.

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that they had a duty to compensate Plaintiff and the other class
20 members pursuant to California law, and that Defendants had the financial ability to pay such
21 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
22 represented to Plaintiff and the other class members that they were properly denied wages, all
23 in order to increase Defendants' profits.

24 37. During the relevant time period, Defendants failed to pay overtime wages to
25 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
26 class members were required to work more than eight (8) hours per day and/or forty (40) hours
27 per week without overtime compensation for all overtime hours worked.

28 38. During the relevant time period, Defendants failed to provide all requisite

uninterrupted meal and rest periods to Plaintiff and the other class members.

39. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

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40. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

41. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

42. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

43. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

44. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

45. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

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

FIRST CAUSE OF ACTION

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

(Against STANFORD PARK HOTEL and DOES 1 through 100)

47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 46, and each and every part thereof with the same force and effect as though fully set forth herein.

48. California Labor Code section 1198 and the applicable Industrial Welfare

Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

49. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

50. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

51. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

52. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

53. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

54. Defendants’ failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

55. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

1 **SECOND CAUSE OF ACTION**

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

3 **(Against STANFORD PARK HOTEL and DOES 1 through 100)**

4 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 55, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
8 and 512(a) were applicable to Plaintiff's and the other class members' employment by
9 Defendants.

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

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

19 60. At all relevant times, the applicable IWC Wage Order and California Labor
20 Code section 512(a) further provide that an employer may not require, cause or permit an
21 employee to work for a work period of more than ten (10) hours per day without providing the
22 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
23 that if the total hours worked is no more than twelve (12) hours, the second meal period may
24 be waived by mutual consent of the employer and the employee only if the first meal period
25 was not waived.

26 61. During the relevant time period, Plaintiff and the other class members who were
27 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
28 their legally-mandated meal periods by mutual consent, were required to work for periods

1 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
2 minutes and/or rest period.

3 62. During the relevant time period, Plaintiff and the other class members who were
4 scheduled to work for a period of time in excess of six (6) hours were required to work for
5 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
6 (30) minutes and/or rest period.

7 63. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiff and the other class members to work during meal periods and failed to compensate
9 Plaintiff and the other class members the full meal period premium for work performed during
10 meal periods.

11 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 class members the full meal period premium due pursuant to California Labor Code section
13 226.7.

14 65. Defendants' conduct violates applicable IWC Wage Order and California Labor
15 Code sections 226.7 and 512(a).

16 66. Pursuant to applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
18 additional hour of pay at the employee's regular rate of compensation for each work day that
19 the meal or rest period is not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against STANFORD PARK HOTEL and DOES 1 through 100)**

23 67. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 66, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 68. At all times herein set forth, the applicable IWC Wage Order and California
27 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
28 employment by Defendants.

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

4 70. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 71. During the relevant time period, Defendants required Plaintiff and other class
11 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
12 rest period per each four (4) hour period worked.

13 72. During the relevant time period, Defendants willfully required Plaintiff and the
14 other class members to work during rest periods and failed to pay Plaintiff and the other class
15 members the full rest period premium for work performed during rest periods.

16 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members the full rest period premium due pursuant to California Labor Code section
18 226.7

19 74. Defendants’ conduct violates applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work
24 day that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

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

3 **(Against STANFORD PARK HOTEL and DOES 1 through 100)**

4 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 75, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

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

10 78. During the relevant time period, Defendants failed to pay minimum wage to
11 Plaintiff and the other class members as required, pursuant to California Labor Code sections
12 1194, 1197, and 1197.1.

13 79. Defendants' failure to pay Plaintiff and the other class members the minimum
14 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
15 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
16 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

18 80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
19 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
20 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
21 minimum wages.

22 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
23 members are entitled to recover liquidated damages in an amount equal to the wages
24 unlawfully unpaid and interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

3 **(Against STANFORD PARK HOTEL and DOES 1 through 100)**

4 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 81, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 83. At all relevant times herein set forth, California Labor Code sections 201 and
8 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
9 time of discharge are due and payable immediately, and if an employee quits his or her
10 employment, his or her wages shall become due and payable not later than seventy-two (72)
11 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
12 intention to quit, in which case the employee is entitled to his or her wages at the time of
13 quitting.

14 84. During the relevant time period, Defendants intentionally and willfully failed to
15 pay Plaintiff and the other class members who are no longer employed by Defendants their
16 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

17 85. Defendants' failure to pay Plaintiff and the other class members who are no
18 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
19 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
20 201 and 202.

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

25 87. Plaintiff and the other class members are entitled to recover from Defendants the
26 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
27 pursuant to California Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 204)**

3 **(Against STANFORD PARK HOTEL and DOES 1 through 100)**

4 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 87, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

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

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

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

19 92. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiff and the other class members all wages due to them, within any time period
21 permissible under California Labor Code section 204.

22 93. Plaintiff and the other class members are entitled to recover all remedies
23 available for violations of California Labor Code section 204.

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1 98. More specifically, Plaintiff and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 99. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
8 employee.

9 100. Plaintiff and the other class members are also entitled to injunctive relief to
10 ensure compliance with this section, pursuant to California Labor Code section 226(h).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 1174(d))**

13 **(Against STANFORD PARK HOTEL and DOES 1 through 100)**

14 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 100, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
18 central location in the state or at the plants or establishments at which employees are
19 employed, payroll records showing the hours worked daily by and the wages paid to, and the
20 number of piece-rate units earned by and any applicable piece rate paid to, employees
21 employed at the respective plants or establishments. These records shall be kept in accordance
22 with rules established for this purpose by the commission, but in any case shall be kept on file
23 for not less than two years.

24 103. Defendants have intentionally and willfully failed to keep accurate and complete
25 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
26 class members.

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104. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

105. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

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

(Against STANFORD PARK HOTEL and DOES 1 through 100)

106. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

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

108. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

110. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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1 Defendants' unlawful business acts and practices as alleged herein, including but not
2 necessarily limited to the loss of money and/or property.

3 117. Pursuant to California Business & Professions Code sections 17200, et seq.,
4 Plaintiff and the other class members are entitled to restitution of the wages withheld and
5 retained by Defendants during a period that commences four years preceding the filing of this
6 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
7 1021.5 and other applicable laws; and an award of costs.

8 **ELEVENTH CAUSE OF ACTION**

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

10 **(Against STANFORD PARK HOTEL and DOES 1 through 100)**

11 118. Plaintiff incorporates by reference contained the allegations contained in
12 paragraphs 1 through 117, and each and every part thereof with the same force and effect as
13 though fully set forth herein.

14 119. Plaintiff brings his eleventh cause of action as a representative action on behalf of
15 himself, individually as an aggrieved employee, and on behalf of similarly Aggrieved Employees
16 in the capacity as a private attorney general pursuant to the Private Attorneys General Act of
17 2004, California Labor Code section 2698, *et seq* in accord with California Labor Code 2699.3
18 ("PAGA").

19 120. PAGA specifically provides for a private right of action to recover civil penalties
20 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
21 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
22 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
23 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
24 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
25 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
26 2699(a).

27 121. Plaintiff was employed by Defendants and the Labor Code violations alleged
28 above were committed against him during his time of employment. Plaintiff is therefore, an
"aggrieved employee" under PAGA. Plaintiff and the other employees are "aggrieved

employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

122. 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:

- a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198, *et seq.*;
- b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198, *et seq.*;
- c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512;
- d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512;
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203;
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204;
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226; and
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’ work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates;
- i. Failing to reimburse employees for necessary business-related expenses and costs in violation of California Labor Code 2800 and 2802

123. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually as an aggrieved employee, and on behalf of other Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11050, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

124. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On or about June 26, 2019, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. It has been more than 65 days, since the filing of this notice and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff is entitled to commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

125. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general

1 public similarly situated, prays for relief and judgment against Defendants, jointly and
2 severally, as follows:

3 **Class Certification**

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

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

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

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

- 22 10. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
24 provide all meal periods (including second meal periods) to Plaintiff and the other class
25 members;
26 11. That the Court make an award to Plaintiff and the other class members of one
27 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
28 period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

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

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

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

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

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

25. For statutory wage penalties pursuant to California Labor Code section 1197.1

1 for Plaintiff and the other class members in the amount as may be established according to
2 proof at trial;

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

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

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

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

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

10 30. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
12 time of termination of the employment of Plaintiff and the other class members no longer
13 employed by Defendants;

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

16 32. For statutory wage penalties pursuant to California Labor Code section 203 for
17 Plaintiff and the other class members who have left Defendants' employ;

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

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

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

22 35. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
24 by California Labor Code section 204 to Plaintiff and the other class members;

25 36. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 37. For pre-judgment interest on any unpaid compensation from the date such
28 amounts were due; and

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
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for Plaintiff and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

1 52. For such other and further relief as the Court may deem just and proper.

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

3 53. That the Court decree, adjudge and decree that Defendants violated California
4 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
5 other class members all overtime compensation due to them, failing to provide all meal and
6 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
7 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
8 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
9 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

10 54. For restitution of unpaid wages to Plaintiff and all the other class members and
11 all pre-judgment interest from the day such amounts were due and payable;

12 55. For the appointment of a receiver to receive, manage and distribute any and all
13 funds disgorged from Defendants and determined to have been wrongfully acquired by
14 Defendants as a result of violation of California Business and Professions Code sections
15 17200, et seq.;

16 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure section 1021.5;

18 57. For injunctive relief to ensure compliance with this section, pursuant to
19 California Business and Professions Code sections 17200, et seq.; and

20 58. For such other and further relief as the Court may deem just and proper.

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

22 59. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California
23 Labor Code;

24 60. Prejudgment interest at the legal rate pursuant to California Labor Code Section
25 218.6;

26 61. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
27 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
28 Code and/or other applicable statutes; and

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62. For such other relief as the Court deems just and proper

Dated: September 1, 2020

PROTECTION LAW GROUP, LLP

By: 
Heather Davis
Attorneys for Plaintiff