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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

PIEDAD KANDIL and TOMAS
TRINIDAD, as aggrieved employees and
private attorney generals,

Plaintiff,

vs.

URBAN COMMONS QUEENSWAY, LLC,
a California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV23710

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) VIOLATION OF CALIFORNIA
LABOR CODE § 2699, ET SEQ.
(PRIVATE ATTORNEYS
GENERAL ACT)**

1 Plaintiffs PIEDAD KANDIL and TOMAS TRINIDAD (“Plaintiffs”), as aggrieved
2 employees and as private attorney generals, based upon facts that either have evidentiary support
3 or are likely to have evidentiary support after a reasonable opportunity for further investigation
4 and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiffs bring this action against Defendants URBAN COMMONS
7 QUEENSWAY, LLC and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
8 “Defendants”) as a representative action on behalf of themselves and certain other current and
9 former non-exempt employees of Defendants against whom one or more of the alleged violations
10 was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to
11 California Labor Code sections 2698, et seq. Plaintiffs are aggrieved employees against whom
12 one or more of the alleged violations was committed. The civil penalties sought by Plaintiffs
13 exceed the minimal jurisdiction limits of the Superior Court and will be established according to
14 proof at trial.

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

19 3. This Court has jurisdiction over Defendants because, upon information and belief,
20 Defendants are citizens of California, have sufficient minimum contacts in California, or
21 otherwise intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play and
23 substantial justice.

24 4. Venue is proper in this Court because, upon information and belief, Defendants
25 maintain offices, have agents, and/or transact business in the State of California, County of Los
26 Angeles.

26 **PARTIES**

27 5. Plaintiff PIEDAD KANDIL is an individual residing in the County of Los
28

Angeles, State of California.

6. Plaintiff TOMAS TRINIDAD is an individual residing in the County of Los Angeles, State of California.

7. Defendant URBAN COMMONS QUEENSWAY, LLC, is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of California.

8. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiffs are informed and believe, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were proximately caused by its conduct.

9. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiffs consistent with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

10. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

11. Defendants are a hotel and tourist attraction management company.

12. Defendants have employed Plaintiff PIEDAD KANDIL to work as a parking lot attendant since approximately March 2018.

1 13. Defendants employed Plaintiff TOMAS TRINIDAD to work as a line cook from
2 approximately September 1989 to November 2008 and September 2012 to December 2019.

3 14. At all relevant times set forth herein, Defendants employed Plaintiffs and
4 Aggrieved Employees as hourly-paid or non-exempt employees.

5 15. Throughout the time period involved in this case, Defendants had the authority to
6 hire and terminate Plaintiffs and Aggrieved Employees; to directly or indirectly control work
7 rules, working conditions, wages, working hours, and conditions of employment of Plaintiffs and
8 Aggrieved Employees; and to hire and terminate the employment of Plaintiffs and Aggrieved
9 Employees.

10 16. At all times herein mentioned, Defendants were subject to the Labor Code of the
11 State of California and the applicable Industrial Welfare Commission Orders.

12 17. Plaintiffs are informed and believes, and thereon alleges that Defendants engaged
13 in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
14 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
15 Plaintiffs and Aggrieved Employees to work off the clock without compensation, thereby failing
16 to pay them for all hours worked, including minimum and overtime wages. Defendants also
17 implemented time rounding practices that resulted in the systematic underpayment of wages to
18 Plaintiffs and Aggrieved Employees, including minimum and overtime wages. In addition,
19 Defendants routinely failed to permit Plaintiffs and Aggrieved Employees to take timely and duty-
20 free meal periods and rest periods in violation of California law. Defendants also failed to
21 reimburse Plaintiffs and the Aggrieved Employees for all necessary business-related expenses.

22 18. Throughout the time period involved in this case, Defendants have implemented
23 policies and practices which failed to provide Plaintiffs and Aggrieved Employees with timely
24 and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs and Aggrieved
25 Employees of all duties during their meal periods, regularly failed to relinquish control over
26 Plaintiffs and Aggrieved Employees during their meal periods, regularly failed to permit Plaintiffs
27 and Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly
28 impeded or discouraged Plaintiffs and Aggrieved Employees from taking thirty (30) minute

1 uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a
2 second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts
3 lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal
4 periods taken by Plaintiffs and Aggrieved Employees.

5 19. Throughout the time period involved in this case, Defendants did not adequately
6 inform Plaintiffs and Aggrieved Employees of their right to take meal periods under California
7 law. Moreover, Defendants systematically disregarded their own written policies regarding the
8 provision and timing of meal periods for Plaintiffs and Aggrieved Employees. Instead,
9 Defendants' actual policy and practice was to schedule Plaintiffs and Aggrieved Employees in a
10 way the prohibited them from taking timely and duty-free meal periods, and to require Plaintiffs
11 and Aggrieved Employees to work through their meal periods, for which they were not
12 compensated. Defendants also edited the time records of Plaintiffs and Aggrieved Employees to
13 remove evidence of non-compliant meal periods. Defendants also required Plaintiffs and other
14 Aggrieved Employees to remain on-call and respond to work-related requests at all times,
15 including during meal periods, which included monitoring and responding to communication
16 devices and in-person verbal interruptions.

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

26 21. Throughout the time period involved in this case, Defendants have implemented
27 policies and practices which prohibited Plaintiffs and Aggrieved Employees from taking timely
28 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiffs

1 and Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting
2 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
3 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
4 permit, and provide such rest breaks in the middle of each work period. Defendants also required
5 employees to carry and monitor radios, cell phones, or communication devices at all times
6 including during rest periods.

7 22. Throughout the time period involved in this case, Defendants did not adequately
8 inform Plaintiffs and Aggrieved Employees of their right to take rest periods under California
9 law. Moreover, Defendants systematically disregarded their own written policies regarding the
10 provision and timing of rest periods for Plaintiffs and Aggrieved Employees. Instead, Defendants'
11 actual policy and practice was to schedule Plaintiffs and Aggrieved Employees in a way that
12 regularly prohibited them from taking timely and duty free rest periods, and to regularly require
13 Plaintiffs and Aggrieved Employees to work through their rest periods. Defendants also required
14 Plaintiffs and other Aggrieved Employees to remain on-call and respond to work-related requests
15 at all times, including during rest periods, which included monitoring and responding to
16 communication devices and in-person verbal interruptions.

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

26 24. Throughout the time period involved in this case, Defendant regularly required
27 Plaintiffs and Aggrieved Employees to perform work off-the-clock. Although Defendants
28 prohibited overtime, Defendants still regularly required Plaintiffs and Aggrieved Employees

1 complete all of their assigned duties. To do so, Plaintiffs and Aggrieved Employees were regularly
2 required to perform work off-the-clock for which they were not compensated. In addition,
3 Plaintiffs and Aggrieved Employees were required to don and doff uniforms while off-the-clock.
4 Defendants also required Plaintiffs and Aggrieved Employees to undergo security checks after
5 clocking out for their shift. Plaintiffs and Aggrieved Employees were not compensated for this off-
6 the-clock work.

7 25. Throughout the time period involved in this case, Defendants employed a time
8 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
9 ensuring that Plaintiffs and Aggrieved Employees were oftentimes not paid for all time worked.

10 26. Throughout the time period involved in this case, Plaintiffs and Aggrieved
11 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week. Plaintiffs
12 and Aggrieved Employees also worked more than twelve (12) hours in a day, and/or eighty (80)
13 hours in a week.

14 27. Throughout the time period involved in this case, Defendants regularly failed to
15 pay overtime compensation to Plaintiffs and Aggrieved Employees when they worked in excess
16 of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess
17 of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
18 Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled
19 to receive certain wages for overtime or double overtime compensation and that they were not
20 receiving wages for overtime or double overtime compensation.

21 28. Throughout the time period involved in this case, Defendants regularly failed to
22 pay Plaintiffs and Aggrieved Employees at least minimum wages for all hours worked.
23 Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled
24 to receive at least minimum wages for all hours worked and that they were not receiving at least
25 minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
26 *alia*, failing to pay Plaintiffs and Aggrieved Employees at the required minimum wage pursuant
27 to California law, requiring Plaintiffs and Aggrieved Employees to perform work off the clock,
28 and implementing time rounding policies that resulted in the systematic underpayment of wages

1 to Plaintiffs and Aggrieved Employees.

2 29. Throughout the time period involved in this case, Defendants regularly failed to
3 pay Aggrieved Employees all wages owed to them upon discharge or resignation. Defendant
4 knew or should have known that Aggrieved Employees were entitled to receive all wages owed
5 to them upon termination within the time permissible under California Labor Code section 202.
6 Aggrieved Employees did not receive payment of all final wages owed to them upon discharge
7 or resignation, including overtime compensation and minimum wages within any time
8 permissible under California Labor Code section 202.

9 30. Throughout the time period involved in this case, Defendants regularly failed to
10 pay Plaintiffs and Aggrieved Employees all wages within any time permissible under California
11 law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have
12 known that Plaintiffs and Aggrieved Employees were entitled to receive all wages owed to them
13 during their employment. Plaintiffs and Aggrieved Employees did not receive payment of all
14 wages, including overtime compensation, minimum wages, and meal and rest period premiums,
within any time permissible under California Labor Code section 204.

15 31. Throughout the time period involved in this case, Defendants regularly failed to
16 provide complete or accurate wage statements to Plaintiffs and Aggrieved Employees.
17 Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled
18 to receive complete and accurate wage statements in accordance with California law, but, in fact,
19 they did not receive complete and accurate wage statements from Defendants. The deficiencies
20 included, *inter alia*, the failure to include the total number of hours worked and the actual gross
21 wages earned by Plaintiffs and Aggrieved employees.

22 32. Throughout the time period involved in this case, Defendants regularly failed to
23 keep complete or accurate payroll records for Plaintiffs and Aggrieved Employees. Defendants
24 knew or should have known that Defendants were required keep complete and accurate payroll
25 records for Plaintiffs and Aggrieved Employees in accordance with California law, but, in fact,
26 did not keep complete and accurate payroll records.

27 33. Throughout the time period involved in this Case, Defendants failed to reimburse
28

1 Plaintiffs and other Aggrieved Employees for all necessary business-related expenses. Defendants
2 knew or should have known that Defendants were required to reimburse Plaintiffs and other
3 Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to
4 do so in violation of California law.

5 34. Throughout the time period involved in this case, Defendants knew or should have
6 known that they had a duty to compensate Plaintiffs and Aggrieved Employees pursuant to
7 California law. Defendants had the financial ability to pay such compensation, but willfully,
8 knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and Aggrieved
9 Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

10 35. On or about April 17, 2020, Plaintiff PIEDAD KANDIL notified Defendants via
11 certified mail and filed an online PAGA claim notice with the California Labor and Workforce
12 Development Agency ("LWDA") identifying Defendants' violations of the California Labor
13 Code identified in this Complaint and Plaintiff PIEDAD KANDIL's intent to bring a claim for
14 civil penalties under California Labor Code section 2698 *et seq.* in accord with Cal. Lab. Code
15 section 2699.3. The LWDA has not responded to Plaintiff PIEDAD KANDIL's PAGA claim
16 notice.

17 36. On or about June 15, 2020, Plaintiff TOMAS TRINIDAD notified Defendants via
18 certified mail and filed an online PAGA claim notice with the California Labor and Workforce
19 Development Agency ("LWDA") identifying Defendants' violations of the California Labor
20 Code identified in this Complaint and Plaintiff TOMAS TRINIDAD's intent to bring a claim for
21 civil penalties under California Labor Code section 2698 *et seq.* in accord with Cal. Lab. Code
22 section 2699.3. The LWDA has not responded to Plaintiff TOMAS TRINIDAD's PAGA claim
23 notice.

24 **FIRST CAUSE OF ACTION**

25 **(Violation of California Labor Code § 2699, Et Seq.)**

26 **(Against All Defendants)**

27 37. Plaintiffs incorporates by reference and re-alleges as if fully stated herein each and
28 every allegation set forth above.

1 38. Plaintiffs bring their first cause of action as a representative action on behalf of
2 themselves and similarly Aggrieved Employees in the capacity as a private attorney general
3 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et
4 seq. (“PAGA”).

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

12 40. Plaintiffs were employed by Defendants and the Labor Code violations alleged
13 above were committed against him during their time of employment. Plaintiffs and the other non-
14 exempt employees of Defendants are therefore “aggrieved employees” as defined by California
15 Labor Code section 2699(c) in that they are all current or former employees of Defendants, and
16 one or more of the alleged violations were committed against them.

17 41. As set forth in detail above, during all times relevant to this Action, Defendant
18 has routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor
19 Codes by:

- 20 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
21 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- 22 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
23 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- 24 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
25 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an
26 additional hour of premium pay for meal period violations in violation of Labor
27 Code §§ 226.7 and 512.

- d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiffs 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 Plaintiffs and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.
- i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802

42. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually and on behalf of the 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 11010, 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.

43. Plaintiff PIEDAD KANDIL has exhausted her administrative remedies pursuant to Labor Code § 2699.3. On April 17, 2020, Plaintiff PIEDAD KANDIL, through her 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

1 theories to support the violations, and of Plaintiff PIEDAD KANDIL's intent to bring a claim for
2 civil penalties under PAGA. Plaintiff PIEDAD KANDIL also paid the filing fee required under
3 Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the
4 mailing of Plaintiff's April 17, 2020 notice, and the Labor and Workforce Development Agency
5 has not indicated that it intends to investigate the violations discussed in the notice. Accordingly,
6 Plaintiff PIEDAD KANDIL may commence a civil action to recover penalties for herself and other
7 Aggrieved Employees pursuant to Labor Code § 2699.3.

8 44. Plaintiff TOMAS TRINIDAD has exhausted his administrative remedies pursuant
9 to Labor Code § 2699.3. On April 17, 2020, Plaintiff TOMAS TRINIDAD, through his counsel
10 of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and
11 by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions
12 of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and
13 theories to support the violations, and of Plaintiff TOMAS TRINIDAD's intent to bring a claim
14 for civil penalties under PAGA. Plaintiff TOMAS TRINIDAD also paid the filing fee required
15 under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed
16 since the mailing of Plaintiff TOMAS TRINIDAD's April 17, 2020 notice, and the Labor and
17 Workforce Development Agency has not indicated that it intends to investigate the violations
18 discussed in the notice. Accordingly, Plaintiff TOMAS TRINIDAD may commence a civil action
19 to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

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

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
26 public similarly situated, and as a private attorney general, prays for relief and judgment against
27 Defendants, jointly and severally, as follows:
28

As to the First Cause of Action

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

2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, 2802 and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

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

Dated: August 20, 2020

PROTECTION LAW GROUP

By: 

Amir Nayebdadash
S. Emi Minne

Attorneys for Plaintiffs
PIEDAD KANDIL and TOMAS TRINIDAD

DEMAND FOR TRIAL BY JURY

Plaintiffs demand a trial by jury as to all causes of action triable by a jury.

Dated: August 20, 2020

PROTECTION LAW GROUP

By: 

Amir Nayebdadash
S. Emi Minne

Attorneys for Plaintiffs
PIEDAD KANDIL and TOMAS TRINIDAD