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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

LILIANA ANDERSON, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiff,

vs.

RAMM HOSPITALITY, INC., a California
Corporation; PRIME HOSPITALITY
SERVICES, LLC, a California Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BCV-21-101048

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*]

DEMAND FOR A JURY TRIAL

1 Plaintiff Liliana Anderson (“PLAINTIFF”) an individual, on behalf of herself and all
2 other similarly situated current and former employees alleges on information and belief, except
3 for her own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Defendant Ramm Hospitality, Inc. is a California corporation that at all relevant
7 times mentioned herein conducted and continues to conduct substantial business in the state of
8 California.

9 2. Defendant Prime Hospitality Services, LLC is a California limited liability
10 company that at all relevant times mentioned herein conducted and continues to conduct
11 substantial business in the state of California.

12 3. PLAINTIFF alleges there has existed a unity of interest and ownership between
13 Defendants Ramm Hospitality, Inc. and Prime Hospitality Services, LLC such that any
14 individuality and separateness between the entities has ceased and all Defendants are referred
15 to herein as “DEFENDANT.”

16 4. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
17 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest
18 and ownership between Ramm Hospitality, Inc. and Prime Hospitality Services, LLC such that
19 any individuality and separateness between the entities has ceased. DOES 1-10 are therefore
20 alter egos of each other. Adherence to the fiction of the separate existence of Ramm
21 Hospitality, Inc. and Prime Hospitality Services, LLC would permit an abuse of the corporate
22 privilege, and would promote injustice by protecting Ramm Hospitality, Inc. and Prime
23 Hospitality Services, LLC from liability for the wrongful acts committed by them.

24 5. PLAINTIFF further alleges that Ramm Hospitality, Inc. and Prime Hospitality
25 Services, LLC are the alter egos of each other for the following reasons:

26 (A) On the California Secretary of State’s website
27 (<https://businesssearch.sos.ca.gov/>) Ramm Hospitality, Inc. and Prime
28 Hospitality Services, LLC have the same entity address and/or mailing

1 address and/or Agent for Service of Process; and,

2 (B) On information and belief Ramm Hospitality, Inc. and Prime Hospitality
3 Services, LLC utilize the same standardized employment forms and issue
4 the same employment policies.

5 6. PLAINTIFF was employed by DEFENDANT from January of 2020 to March 13,
6 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an
7 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
8 and overtime wages due for all time worked.

9 7. PLAINTIFF brings this Class Action on behalf of herself and a California class,
10 defined as all individuals who are or previously were employed by Ramm Hospitality, Inc.
11 and/or Prime Hospitality Services, LLC in California and classified as non-exempt employees
12 (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to
13 the filing of this Complaint and ending on the date as determined by the Court (the
14 "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of
15 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

16 8. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
17 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
18 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which
19 failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged
20 herein is an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
21 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
22 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
23 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
24 the other members of the CALIFORNIA CLASS who have been economically injured by
25 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
26 equitable relief.

27 9. The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently

1 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
2 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
3 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
4 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
5 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
6 responsible in some manner for one or more of the events and happenings that proximately
7 caused the injuries and damages hereinafter alleged.

8 10. The agents, servants and/or employees of the Defendants and each of them acting
9 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
10 agent, servant and/or employee of the Defendants, and personally participated in the conduct
11 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
12 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
13 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
15 Defendants' agents, servants and/or employees.

16 17 **THE CONDUCT**

18 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
19 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
20 meaning the time during which an employee is subject to the control of an employer, including
21 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
22 and CALIFORNIA CLASS Members to work without paying them for all the time they were
23 under DEFENDANT's control. DEFENDANT required PLAINTIFF and the CALIFORNIA
24 CLASS Members to work off the clock without paying them for all the time they performed
25 post-shift duties, specifically by failing to provide enough labor hours to accomplish all the job
26 tasks that DEFENDANT expected PLAINTIFF and CALIFORNIA CLASS Members to
27 complete on a daily and/or weekly basis. Further, PLAINTIFF and other members of the
28 CALIFORNIA CLASS from time to time were not paid wages for all time worked, including

1 overtime wages, such that in the aggregate employees were underpaid wages as a result of
2 DEFENDANT's pattern and practice of unevenly rounding time worked by its employees. As
3 a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and
4 overtime compensation by from time to time working without their time being accurately
5 recorded and without compensation at the applicable minimum wage and overtime rates.
6 DEFENDANT's policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS
7 Members for all time worked is evidenced by DEFENDANT's business records.

8 12. As a result of their rigorous work schedules, PLAINTIFF and other
9 CALIFORNIA CLASS Members were also from time to time unable to take off duty meal
10 breaks and were not fully relieved of duty for meal periods. PLAINTIFF and other
11 CALIFORNIA CLASS Members were from time to time required to perform work as ordered
12 by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal
13 break. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
14 Members with a second off-duty meal period from time to time in which these employees were
15 required by DEFENDANT to work ten (10) hours of work from time to time. PLAINTIFF and
16 the other CALIFORNIA CLASS Members therefore forfeited meal breaks without additional
17 compensation and in accordance with DEFENDANT's corporate policy and practice.

18 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
19 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
20 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
21 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
22 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
23 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
24 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
25 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
26 not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
27 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
28 proper rest periods by DEFENDANT and DEFENDANT's managers. Additionally, the

1 applicable California Wage Order requires employers to provide employees with off-duty rest
2 periods, which the California Supreme Court defined as time during which an employee is
3 relieved from all work related duties and free from employer control. In so doing, the Court
4 held that the requirement under California law that employers authorize and permit all
5 employees to take rest period means that employers must relieve employees of all duties and
6 relinquish control over how employees spend their time which includes control over the
7 locations where employees may take their rest period. Employers cannot impose controls that
8 prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here,
9 DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA CLASS Members from
10 unconstrained walks and was unlawful based on Defendant's rule which stated PLAINTIFF and
11 other CALIFORNIA CLASS Members could not leave the work premises during their rest
12 period.

13 14. DEFENDANT also failed to provide PLAINTIFF and the other members of the
14 CALIFORNIA CLASS with complete and accurate wage statements which failed to show,
15 among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that
16 every employer shall furnish each of his or her employees with an accurate itemized wage
17 statement in writing showing, among other things, gross wages earned and all applicable hourly
18 rates in effect during the pay period and the corresponding amount of time worked at each
19 hourly rate. Aside, from the violations listed above, DEFENDANT failed to issue to
20 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
21 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the
22 other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab.
23 Code § 226.

24 15. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
25 employment are due and payable twice during each calendar month, on days designated in
26 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly
27 requires employers to pay employees all wages owed within seven (7) days of the close of the
28 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other

1 CALIFORNIA CLASS Members all wages owed to them within seven (7) days of the close of
2 the payroll period.

3 16. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
4 to collect or receive from an employee any part of wages theretofore paid by said employer to
5 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
6 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
7 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose
8 all aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA
9 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at
10 each applicable pay period and upon termination. PLAINTIFF and members of the
11 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
12 according to proof, related penalties, interest, attorney fees and costs.

13 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
14 CLASS Members by failing to pay such wages at the regular rate of pay. Specifically,
15 PLAINTIFF and other non-exempt employees earn non-discretionary remuneration. Rather
16 than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF
17 and other CALIFORNIA CLASS Members at their base rates of pay.

18 18. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
19 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
20 incurred by PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of
21 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
22 2802, employers are required to indemnify employees for all expenses incurred in the course
23 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
24 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
25 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
26 directions of the employer, even though unlawful, unless the employee, at the time of obeying
27 the directions, believed them to be unlawful."

28 19. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS

1 Members as a business expense, were required by DEFENDANT to use their own personal
2 cellular phones and personal vehicles as a result of and in furtherance of their job duties as
3 employees for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the
4 cost associated with the use of their personal cellular phones and personal vehicles for
5 DEFENDANT's benefit. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members
6 were required by DEFENDANT to use their personal cellular phones to respond to managers
7 while off the clock (which also results in minimum wage and overtime violations). As a result,
8 in the course of their employment with DEFENDANT, PLAINTIFF and other members of the
9 CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not
10 limited to, costs related to the use of their personal cellular phones all on behalf of and for the
11 benefit of DEFENDANT.

12 20. In violation of the applicable sections of the California Labor Code and the
13 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
14 a matter of company policy, practice and procedure, intentionally and knowingly failed to
15 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal
16 and rest periods. This policy and practice of DEFENDANT is intended to purposefully avoid
17 the payment for all time worked as required by California law which allows DEFENDANT to
18 illegally profit and gain an unfair advantage over competitors who complied with the law. To
19 the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against
20 DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

21 21. By reason of this conduct applicable to PLAINTIFF and all CALIFORNIA
22 CLASS Members, DEFENDANT committed acts of unfair competition in violation of the
23 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by
24 engaging in a company-wide policy and procedure which fails to accurately calculate and record
25 all missed meal and rest periods and failed to pay all minimum and overtime wages due to
26 PLAINTIFF and other CALIFORNIA CLASS Members. The proper recording of these
27 employees' missed meal and rest breaks is the DEFENDANT's burden. As a result of
28 DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT fails

1 to properly calculate and/or pay all required compensation for work performed by the members
2 of the CALIFORNIA CLASS and violated the California Labor Code and regulations
3 promulgated thereunder as herein alleged.

4 22. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
5 required off-duty meal and rest breaks to her as required by the applicable Wage Order and
6 Labor Code and failed to pay her all minimum and overtime wages due to her. DEFENDANT
7 did not have a policy or practice which provided timely off-duty meal and rest breaks to
8 PLAINTIFF and also failed to compensate PLAINTIFF for her missed meal and rest breaks.
9 The nature of the work performed by the PLAINTIFF did not prevent her from being relieved
10 of all of her duties for the legally required off-duty meal periods. As a result, DEFENDANT's
11 failure to provide PLAINTIFF with the legally required meal periods is evidenced by
12 DEFENDANT's business records. DEFENDANT also required PLAINTIFF to work off the
13 clock without paying her for all the time she was working for DEFENDANT and performing
14 post-shift duties, specifically by failing to provide enough labor hours to accomplish all the job
15 tasks that DEFENDANT expected PLAINTIFF to complete on a daily and/or weekly basis. The
16 amount in controversy for PLAINTIFF individually does not exceed the sum or value of
17 \$75,000. To date, DEFENDANT has not fully paid PLAINTIFF for all her wages still owed
18 to her or any penalties owed to her under California Labor Code § 203.

19 20 **JURISDICTION AND VENUE**

21 23. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
23 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
24 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

25 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
27 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
28 offices and facilities in this County and/or conducts substantial business in this County, and (ii)

1 committed the wrongful conduct herein alleged in this County against members of the
2 CALIFORNIA CLASS.

3
4 **THE CALIFORNIA CLASS**

5 25. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
6 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
7 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
8 all individuals who are or previously were employed by Ramm Hospitality, Inc. and/or Prime
9 Hospitality Services, LLC in California and classified as non-exempt employees (the
10 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the
11 filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
12 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
13 CLASS Members is under five million dollars (\$5,000,000.00).

14 26. To the extent equitable tolling operates to toll claims by the CALIFORNIA
15 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
16 accordingly.

17 27. DEFENDANT, as a matter of company policy, practice and procedure, and in
18 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
19 requirements, and the applicable provisions of California law, intentionally, knowingly, and
20 wilfully, engages in a practice whereby DEFENDANT fails to record all meal and rest breaks
21 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT
22 enjoys the benefit of this work, requires employees to perform this work and permits or suffers
23 to permit this work.

24 28. DEFENDANT has the legal burden to establish that each and every
25 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
26 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
27 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
28 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid

1 as required by law. This common business practice is applicable to each and every
2 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
3 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as
4 causation, damages, and reliance are not elements of this claim.

5 29. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
6 CLASS Members is impracticable.

7 30. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
8 law by:

- 9 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
10 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
11 deceptively having in place company policies, practices and procedures
12 that failed to record and pay PLAINTIFF and the other members of the
13 CALIFORNIA CLASS for all time worked minimum wages owed and
14 overtime wages owed for work performed by these employees;
- 15 (b) Committing an act of unfair competition in violation of the UCL, by
16 failing to provide the PLAINTIFF and the other members of the
17 CALIFORNIA CLASS with the legally required meal and rest periods;
18 and,
- 19 (c) Committing an act of unfair competition in violation of the California
20 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by
21 violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
22 the CALIFORNIA CLASS members with necessary expenses incurred in
23 the discharge of their job duties.

24 31. This Class Action meets the statutory prerequisites for the maintenance of a Class
25 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 26 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
27 that the joinder of all such persons is impracticable and the disposition of
28 their claims as a class will benefit the parties and the Court;

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
2 that are raised in this Complaint are common to the CALIFORNIA
3 CLASS will apply to every member of the CALIFORNIA CLASS;
- 4 (c) The claims of the representative PLAINTIFF are typical of the claims of
5 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
6 other members of the CALIFORNIA CLASS, is classified as a non-
7 exempt employee paid on an hourly basis who has been subjected to the
8 DEFENDANT's deceptive practice and policy which failed to provide the
9 legally required meal and rest periods to the CALIFORNIA CLASS and
10 thereby underpaid compensation to PLAINTIFF and CALIFORNIA
11 CLASS. PLAINTIFF sustained economic injury as a result of
12 DEFENDANT's employment practices. PLAINTIFF and the members of
13 the CALIFORNIA CLASS were and are similarly or identically harmed
14 by the same unlawful, deceptive and unfair misconduct engaged in by
15 DEFENDANT; and,
- 16 (d) The representative PLAINTIFF will fairly and adequately represent and
17 protect the interest of the CALIFORNIA CLASS, and has retained
18 counsel who are competent and experienced in Class Action litigation.
19 There are no material conflicts between the claims of the representative
20 PLAINTIFF and the members of the CALIFORNIA CLASS that would
21 make class certification inappropriate. Counsel for the CALIFORNIA
22 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
23 Members.

24 32. In addition to meeting the statutory prerequisites to a Class Action, this action is
25 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 26 (a) Without class certification and determination of declaratory, injunctive,
27 statutory and other legal questions within the class format, prosecution of
28 separate actions by individual members of the CALIFORNIA CLASS will

1 create the risk of:

2 1) Inconsistent or varying adjudications with respect to individual
3 members of the CALIFORNIA CLASS which would establish
4 incompatible standards of conduct for the parties opposing the
5 CALIFORNIA CLASS; and/or,

6 2) Adjudication with respect to individual members of the
7 CALIFORNIA CLASS which would as a practical matter be
8 dispositive of interests of the other members not party to the
9 adjudication or substantially impair or impede their ability to
10 protect their interests.

11 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
12 act on grounds generally applicable to the CALIFORNIA CLASS, making
13 appropriate class-wide relief with respect to the CALIFORNIA CLASS
14 as a whole in that DEFENDANT failed to pay all wages due to members
15 of the CALIFORNIA CLASS as required by law;

16 1) With respect to the First Cause of Action, the final relief on behalf
17 of the CALIFORNIA CLASS sought does not relate exclusively to
18 restitution because through this claim PLAINTIFF seeks
19 declaratory relief holding that the DEFENDANT's policy and
20 practices constitute unfair competition, along with declaratory
21 relief, injunctive relief, and incidental equitable relief as may be
22 necessary to prevent and remedy the conduct declared to constitute
23 unfair competition;

24 (c) Common questions of law and fact exist as to the members of the
25 CALIFORNIA CLASS, with respect to the practices and violations of
26 California law as listed above, and predominate over any question
27 affecting only individual CALIFORNIA CLASS Members, and a Class
28 Action is superior to other available methods for the fair and efficient

1 adjudication of the controversy, including consideration of:

- 2 1) The interests of the members of the CALIFORNIA CLASS in
3 individually controlling the prosecution or defense of separate
4 actions in that the substantial expense of individual actions will be
5 avoided to recover the relatively small amount of economic losses
6 sustained by the individual CALIFORNIA CLASS Members when
7 compared to the substantial expense and burden of individual
8 prosecution of this litigation;
- 9 2) Class certification will obviate the need for unduly duplicative
10 litigation that would create the risk of:
- 11 A. Inconsistent or varying adjudications with respect to
12 individual members of the CALIFORNIA CLASS, which
13 would establish incompatible standards of conduct for the
14 DEFENDANT; and/or,
- 15 B. Adjudications with respect to individual members of the
16 CALIFORNIA CLASS would as a practical matter be
17 dispositive of the interests of the other members not parties
18 to the adjudication or substantially impair or impede their
19 ability to protect their interests;
- 20 3) In the context of wage litigation because a substantial number of
21 individual CALIFORNIA CLASS Members will avoid asserting
22 their legal rights out of fear of retaliation by DEFENDANT, which
23 may adversely affect an individual's job with DEFENDANT or
24 with a subsequent employer, the Class Action is the only means to
25 assert their claims through a representative; and,
- 26 4) A class action is superior to other available methods for the fair
27 and efficient adjudication of this litigation because class treatment
28 will obviate the need for unduly and unnecessary duplicative

litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

33. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally applicable
2 to the CALIFORNIA CLASS, thereby making final class-wide relief
3 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 4 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
5 the business records of DEFENDANT; and,
- 6 (i) Class treatment provides manageable judicial treatment calculated to bring
7 a efficient and rapid conclusion to all litigation of all wage and hour
8 related claims arising out of the conduct of DEFENDANT as to the
9 members of the CALIFORNIA CLASS.

10 34. DEFENDANT maintains records from which the Court can ascertain and identify
11 by job title each of DEFENDANT's employees who have been intentionally subjected to
12 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will
13 seek leave to amend the Complaint to include any additional job titles of similarly situated
14 employees when they have been identified.

15
16 **THE CALIFORNIA LABOR SUB-CLASS**

17 35. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and
18 Eighth Causes of Action on behalf of a California sub-class, defined as all members of the
19 CALIFORNIA CLASS who are or previously were employed by Ramm Hospitality, Inc. and/or
20 Prime Hospitality Services, LLC in California (the "CALIFORNIA LABOR SUB-CLASS")
21 at any time during the period three (3) years prior to the filing of the complaint and ending on
22 the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
23 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim
24 of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
25 (\$5,000,000.00).

26 36. DEFENDANT, as a matter of company policy, practice and procedure, and in
27 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
28 requirements, and the applicable provisions of California law, intentionally, knowingly, and

1 wilfully, engages in a practice whereby DEFENDANT fails to correctly calculate compensation
2 for the time worked by PLAINTIFF and the other members of the CALIFORNIA LABOR
3 SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT
4 enjoys the benefit of this work, requires employees to perform this work and permits or suffers
5 to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS
6 Members wages to which these employees are entitled in order to unfairly cheat the competition
7 and unlawfully profit. To the extent equitable tolling operates to toll claims by the
8 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR
9 SUB-CLASS PERIOD should be adjusted accordingly.

10 37. DEFENDANT maintains records from which the Court can ascertain and identify
11 by name and job title, each of DEFENDANT's employees who have been intentionally
12 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
13 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of
14 similarly situated employees when they have been identified.

15 38. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
16 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

17 39. Common questions of law and fact exist as to members of the CALIFORNIA
18 LABOR SUB-CLASS, including, but not limited, to the following:

- 19 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
20 compensation due to members of the CALIFORNIA LABOR SUB-
21 CLASS for missed meal and rest breaks in violation of the California
22 Labor Code and California regulations and the applicable California Wage
23 Order;
- 24 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS with accurate
26 itemized wage statements;
- 27 (c) Whether DEFENDANT has engaged in unfair competition by the
28 above-listed conduct;

1 (d) The proper measure of damages and penalties owed to the members of the
2 CALIFORNIA LABOR SUB-CLASS; and,

3 (e) Whether DEFENDANT's conduct was willful.

4 40. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
5 under California law by:

6 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
7 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
8 CLASS all wages due for overtime worked, for which DEFENDANT is
9 liable pursuant to Cal. Lab. Code § 1194;

10 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
11 accurately pay PLAINTIFF and the members of the CALIFORNIA
12 LABOR SUB-CLASS the correct minimum wage pay for which
13 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

14 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
15 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
16 itemized statement in writing showing the corresponding correct amount
17 of wages earned by the employee; and,

18 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
19 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
20 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
21 meal breaks and the legally required off-duty rest breaks;

22 (e) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
23 the CALIFORNIA LABOR SUB-CLASS members with necessary
24 expenses incurred in the discharge of their job duties.

25 41. This Class Action meets the statutory prerequisites for the maintenance of a Class
26 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

27 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
28 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS

Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply to every member of the CALIFORNIA LABOR SUB-CLASS;

(c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, is a non-exempt employee paid on an hourly basis who has been subjected to the DEFENDANT's practice and policy which fails to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive and unfair misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

42. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

(a) Without class certification and determination of declaratory, injunctive,

1 statutory and other legal questions within the class format, prosecution of
2 separate actions by individual members of the CALIFORNIA LABOR
3 SUB-CLASS will create the risk of:

- 4 1) Inconsistent or varying adjudications with respect to individual
5 members of the CALIFORNIA LABOR SUB-CLASS which
6 would establish incompatible standards of conduct for the parties
7 opposing the CALIFORNIA LABOR SUB-CLASS; or,
- 8 2) Adjudication with respect to individual members of the
9 CALIFORNIA LABOR SUB-CLASS which would as a practical
10 matter be dispositive of interests of the other members not party to
11 the adjudication or substantially impair or impede their ability to
12 protect their interests.

13 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
14 or refused to act on grounds generally applicable to the CALIFORNIA
15 LABOR SUB-CLASS, making appropriate class-wide relief with respect
16 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
17 DEFENDANT fails to pay all wages due. Including the correct wages for
18 all time worked by the members of the CALIFORNIA LABOR SUB-
19 CLASS as required by law;

20 (c) Common questions of law and fact predominate as to the members of the
21 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
22 violations of California Law as listed above, and predominate over any
23 question affecting only individual CALIFORNIA LABOR SUB-CLASS
24 Members, and a Class Action is superior to other available methods for
25 the fair and efficient adjudication of the controversy, including
26 consideration of:

- 27 1) The interests of the members of the CALIFORNIA LABOR SUB-
28 CLASS in individually controlling the prosecution or defense of

1 separate actions in that the substantial expense of individual
2 actions will be avoided to recover the relatively small amount of
3 economic losses sustained by the individual CALIFORNIA
4 LABOR SUB-CLASS Members when compared to the substantial
5 expense and burden of individual prosecution of this litigation;

6 2) Class certification will obviate the need for unduly duplicative
7 litigation that would create the risk of:

8 A. Inconsistent or varying adjudications with respect to
9 individual members of the CALIFORNIA LABOR SUB-
10 CLASS, which would establish incompatible standards of
11 conduct for the DEFENDANT; and/or,

12 B. Adjudications with respect to individual members of the
13 CALIFORNIA LABOR SUB-CLASS would as a practical
14 matter be dispositive of the interests of the other members
15 not parties to the adjudication or substantially impair or
16 impede their ability to protect their interests;

17 3) In the context of wage litigation because a substantial number of
18 individual CALIFORNIA LABOR SUB-CLASS Members will
19 avoid asserting their legal rights out of fear of retaliation by
20 DEFENDANT, which may adversely affect an individual's job
21 with DEFENDANT or with a subsequent employer, the Class
22 Action is the only means to assert their claims through a
23 representative; and,

24 4) A class action is superior to other available methods for the fair
25 and efficient adjudication of this litigation because class treatment
26 will obviate the need for unduly and unnecessary duplicative
27 litigation that is likely to result in the absence of certification of
28 this action pursuant to Cal. Code of Civ. Proc. § 382.

1 43. This Court should permit this action to be maintained as a Class Action pursuant
2 to Cal. Code of Civ. Proc. § 382 because:

- 3 (a) The questions of law and fact common to the CALIFORNIA LABOR
4 SUB-CLASS predominate over any question affecting only individual
5 CALIFORNIA LABOR SUB-CLASS Members;
- 6 (b) A Class Action is superior to any other available method for the fair and
7 efficient adjudication of the claims of the members of the CALIFORNIA
8 LABOR SUB-CLASS because in the context of employment litigation a
9 substantial number of individual CALIFORNIA LABOR SUB-CLASS
10 Members will avoid asserting their rights individually out of fear of
11 retaliation or adverse impact on their employment;
- 12 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
13 numerous that it is impractical to bring all members of the CALIFORNIA
14 LABOR SUB-CLASS before the Court;
- 15 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
16 Members, will not be able to obtain effective and economic legal redress
17 unless the action is maintained as a Class Action;
- 18 (e) There is a community of interest in obtaining appropriate legal and
19 equitable relief for the acts of unfair competition, statutory violations and
20 other improprieties, and in obtaining adequate compensation for the
21 damages and injuries which DEFENDANT's actions have inflicted upon
22 the CALIFORNIA LABOR SUB-CLASS;
- 23 (f) There is a community of interest in ensuring that the combined assets of
24 DEFENDANT are sufficient to adequately compensate the members of
25 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 26 (g) DEFENDANT has acted or refused to act on grounds generally applicable
27 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
28 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-

CLASS as a whole;

- (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- (i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

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

(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)

44. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

45. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code § 17021.

46. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

1 Cal. Bus. & Prof. Code § 17203.

2 47. By the conduct alleged herein, DEFENDANT has engaged and continues to
3 engage in a business practice which violates California law, including but not limited to, the
4 applicable Industrial Wage Order(s), the California Code of Regulations and the California
5 Labor Code including Sections 204, 210, 226.7, 246, 248.5, 510, 512, 1194, 1197, 1197.1, 1198
6 & 2802, The Fair Labor Standards Act and federal regulations promulgated thereunder, for
7 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
8 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
9 unfair competition, including restitution of wages wrongfully withheld.

10 48. By the conduct alleged herein, DEFENDANT's practices are unlawful and unfair
11 in that these practices violate public policy, are immoral, unethical, oppressive, unscrupulous
12 or substantially injurious to employees, and are without valid justification or utility for which
13 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
14 California Business & Professions Code, including restitution of wages wrongfully withheld.

15 49. By the conduct alleged herein, DEFENDANT's practices are deceptive and
16 fraudulent in that DEFENDANT's policy and practice failed to pay PLAINTIFF, and other
17 members of the CALIFORNIA CLASS, Fair Labor Standards Act wages due for overtime
18 worked as a result of failing to include incentive compensation into their regular rates for
19 purposes of computing overtime pay, failed to provide the legally mandated meal and rest
20 periods, and the required amount of compensation for missed meal and rest periods, reporting
21 time pay, and overtime and minimum wages owed, due to a business practice that cannot be
22 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
23 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
24 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
25 restitution of wages wrongfully withheld.

26 50. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair
27 and deceptive in that DEFENDANT's employment practices cause PLAINTIFF and the other
28 members of the CALIFORNIA CLASS to be underpaid during their employment with

1 DEFENDANT.

2 51. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair
3 and deceptive in that DEFENDANT's policies, practices and procedures fail to provide all
4 legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA
5 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

6 52. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
7 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
8 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
9 for each workday in which a second off-duty meal period was not timely provided for each ten
10 (10) hours of work.

11 53. PLAINTIFF further demands on behalf of herself and each member of the
12 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
13 duty paid rest period was not timely provided as required by law.

14 54. By and through the unlawful and unfair business practices described herein,
15 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
16 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
17 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
18 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
19 to unfairly compete against competitors who comply with the law.

20 55. All the acts described herein as violations of, among other things, the Industrial
21 Welfare Commission Wage Orders, the California Code of Regulations, and the California
22 Labor Code, are unlawful and in violation of public policy, are immoral, unethical, oppressive
23 and unscrupulous, are deceptive, and thereby constitute unlawful, unfair and deceptive business
24 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

25 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
26 and do, seek such relief as may be necessary to restore to them the money and property which
27 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
28 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and

1 unfair business practices, including earned but unpaid wages for all time worked.

2 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
3 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
4 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
5 engaging in any unlawful and unfair business practices in the future.

6 58. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
7 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
8 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
9 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
10 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
11 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
12 engage in these unlawful and unfair business practices.

13
14 **SECOND CAUSE OF ACTION**

15 **For Failure To Pay Minimum Wages**

16 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
18 **and Against All Defendants)**

19 59. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
20 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.

22 60. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
23 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
24 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
25 accurately calculate and pay reporting time and minimum wages to PLAINTIFF and
26 CALIFORNIA CLASS Members.

27 61. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
28 public policy, an employer must timely pay its employees for all hours worked.

1 62. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a less wage than
3 the minimum so fixed is unlawful.

4 63. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
5 including reporting time pay and minimum wage compensation and interest thereon, together
6 with the costs of suit.

7 64. DEFENDANT maintains a wage practice of paying PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
9 time they work. As set forth herein, DEFENDANT's policy and practice is to unlawfully and
10 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
11 CALIFORNIA LABOR SUB-CLASS.

12 65. DEFENDANT's unlawful wage and hour practices manifested, without
13 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
14 implementing a policy and practice that denies accurate compensation to PLAINTIFF and the
15 other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

16 66. In committing these violations of the California Labor Code, DEFENDANT
17 inaccurately calculates the correct time worked and consequently underpays the actual time
18 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
19 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
20 benefits in violation of the California Labor Code, the Industrial Welfare Commission
21 requirements and other applicable laws and regulations.

22 67. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS do not receive
24 the correct reporting time pay and minimum wage compensation for their time worked for
25 DEFENDANT.

26 68. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
27 other members of the CALIFORNIA LABOR SUB-CLASS are paid less for time worked than
28 they are entitled to, constituting a failure to pay all earned wages. DEFENDANT fails to

1 accurately pay the PLAINTIFF and members of the CALIFORNIA LABOR SUB-CLASS the
2 wages for the time they work in accordance with 1197 & 1197.1, even though the PLAINTIFF
3 and the other members of the CALIFORNIA LABOR SUB-CLASS are regularly required,
4 permitted or suffered to work, and do in fact work, off the clock time as to which
5 DEFENDANT fails to accurately record and pay as evidenced by DEFENDANT's business
6 records and witnessed by employees.

7 69. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for the true time they work, PLAINTIFF and the other members of the CALIFORNIA
10 LABOR SUB-CLASS have suffered and will continue to suffer an economic injury in amounts
11 which are presently unknown to them and which will be ascertained according to proof at trial.

12 70. DEFENDANT knew or should have known that PLAINTIFF and the other
13 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their time
14 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
15 to not pay employees for their labor as a matter of company policy, practice and procedure, and
16 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
17 of the CALIFORNIA LABOR SUB-CLASS the correct reporting time pay and minimum wages
18 for their time worked.

19 71. In performing the acts and practices herein alleged in violation of California labor
20 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
21 all time worked and provide them with the requisite compensation, DEFENDANT acted and
22 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
23 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
24 their legal rights, or the consequences to them, and with the despicable intent of depriving them
25 of their property and legal rights, and otherwise causing them injury in order to increase
26 company profits at the expense of these employees.

27 72. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as

1 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
2 by the California Labor Code and/or other applicable statutes. DEFENDANT's conduct as
3 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other
4 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

5
6 **THIRD CAUSE OF ACTION**

7 **For Failure To Pay Overtime Compensation**

8 **[Cal. Lab. Code §§ 510, *et seq.*]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
10 **Defendants)**

11 73. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
12 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs
13 of this Complaint.

14 74. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
15 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
16 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
17 these employees for all overtime worked, including, work performed in excess of eight (8)
18 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
19 workweek.

20 75. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
21 public policy, an employer must timely pay its employees for all hours worked.

22 76. Cal. Lab. Code § 510 further provides that employees in California shall not be
23 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
24 unless they receive additional compensation beyond their regular wages in amounts specified
25 by law.

26 77. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
27 including reporting time pay and minimum wage and overtime compensation and interest
28 thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the

1 employment of an employee for longer hours than those fixed by the Industrial Welfare
2 Commission is unlawful.

3 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members are required, permitted or suffered by
5 DEFENDANT to work for DEFENDANT and are not paid for all the time they work, including
6 overtime work.

7 79. DEFENDANT's unlawful wage and hour practices manifested, without
8 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
9 implementing a policy and practice that failed to accurately record overtime work by
10 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
11 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
12 CLASS for overtime work, including, the overtime work performed in excess of eight (8) hours
13 in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

14 80. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately records overtime worked and consequently underpays the overtime worked by
16 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
17 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
18 of the California Labor Code, the Industrial Welfare Commission requirements and other
19 applicable laws and regulations.

20 81. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
21 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
22 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked
23 including overtime work.

24 82. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
25 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not
26 receiving full compensation for overtime worked.

27 83. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
28 from the overtime requirements of the law. None of these exemptions are applicable to the

1 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not subject
3 to a valid collective bargaining agreement that would preclude the causes of action contained
4 herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself and the
5 CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-negotiable,
6 non-waiveable rights provided by the State of California.

7 84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
8 other members of the CALIFORNIA LABOR SUB-CLASS are paid less for overtime worked
9 that they are entitled to, constituting a failure to pay all earned wages.

10 85. DEFENDANT fails to accurately pay the PLAINTIFF and the other members of
11 the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was
12 in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194
13 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
14 CLASS are required to work, and did in fact work, overtime as to which DEFENDANT fails
15 to accurately record and pay as evidenced by DEFENDANT's business records and witnessed
16 by employees.

17 86. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
18 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
19 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
20 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
21 injury in amounts which are presently unknown to them and which will be ascertained
22 according to proof at trial.

23 87. DEFENDANT knew or should have known that PLAINTIFF and the other
24 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for all overtime
25 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
26 to not pay employees for their labor as a matter of company policy, practice and procedure, and
27 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
28 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

1 88. In performing the acts and practices herein alleged in violation of California labor
2 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
3 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
4 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
5 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
6 disregard for their legal rights, or the consequences to them, and with the despicable intent of
7 depriving them of their property and legal rights, and otherwise causing them injury in order
8 to increase company profits at the expense of these employees.

9 89. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
10 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
11 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
12 by the California Labor Code and/or other applicable statutes. DEFENDANT's conduct as
13 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other
14 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

15
16 **FOURTH CAUSE OF ACTION**

17 **For Failure to Provide Required Meal Periods**

18 **[Cal. Lab. Code §§ 226.7 & 512]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

20 90. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
21 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
22 of this Complaint.

23 91. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to provide all
24 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR
25 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature
26 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS
27 does not prevent these employees from being relieved of all of their duties for the legally
28 required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and

1 other CALIFORNIA LABOR SUB-CLASS Members are from time to time not fully relieved
2 of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to
3 provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally
4 required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's
5 business records. Further, DEFENDANT fails to provide PLAINTIFF and CALIFORNIA
6 CLASS Members with a second off-duty meal period in some workdays in which these
7 employees were required by DEFENDANT to work ten (10) hours of work. As a result,
8 PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeit
9 meal breaks without additional compensation and in accordance with DEFENDANT's strict
10 corporate policy and practice.

11 92. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
12 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
13 CLASS Members who are not provided a meal period, in accordance with the applicable Wage
14 Order, one additional hour of compensation at each employee's regular rate of pay for each
15 workday that a meal period was not provided.

16 93. As a proximate result of the aforementioned violations, PLAINTIFF and
17 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
18 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
19 suit.

20 21 **FIFTH CAUSE OF ACTION**

22 **For Failure to Provide Required Rest Periods**

23 **[Cal. Lab. Code §§ 226.7 & 512]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
25 **Defendants)**

26 94. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
27 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
28 of this Complaint.

95. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

96. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members who are not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

97. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

98. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1 99. Cal. Labor Code § 226 provides that an employer must furnish employees with
2 an “accurate itemized” statement in writing showing:

3 (1) gross wages earned,

4 (2) total hours worked by the employee, except for any employee whose compensation
5 is solely based on a salary and who is exempt from payment of overtime under
6 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
7 Commission,

8 (3) the number of piecerate units earned and any applicable piece rate if the employee
9 is paid on a piece-rate basis,

10 (4) all deductions, provided that all deductions made on written orders of the employee
11 may be aggregated and shown as one item,

12 (5) net wages earned,

13 (6) the inclusive dates of the period for which the employee is paid,

14 (7) the name of the employee and his or her social security number, except that by
15 January 1, 2008, only the last four digits of his or her social security number or an
16 employee identification number other than a social security number may be shown on
17 the itemized statement,

18 (8) the name and address of the legal entity that is the employer, and

19 (9) all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate by the employee.

21 100. DEFENDANT also fails to provide PLAINTIFF and the other members of the
22 CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed
23 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
24 provides that every employer shall furnish each of his or her employees with an accurate
25 itemized wage statement in writing showing, among other things, gross wages earned and all
26 applicable hourly rates in effect during the pay period and the corresponding amount of time
27 worked at each hourly rate. Aside, from the violations listed above, DEFENDANT failed to
28 issue to PLAINTIFF an itemized wage statement that lists all the requirements under California

1 Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which
3 violated Cal. Lab. Code § 226.

4 101. DEFENDANT knowingly and intentionally fails to comply with Cal. Lab. Code
5 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
6 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended
7 calculating the correct wages for all missed meal and rest breaks and the amount of employment
8 taxes which were not properly paid to state and federal tax authorities. These damages are
9 difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA
10 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the
11 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
12 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according
13 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for
14 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

15
16 **SEVENTH CAUSE OF ACTION**

17 **For Failure to Reimburse Employees for Required Expenses**

18 **[Cal. Lab. Code § 2802]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
20 **Defendants)**

21 102. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
22 reallege and incorporate by this reference, as though fully set forth herein, the prior
23 paragraphs of this Complaint.

24 103. Cal. Lab. Code § 2802 provides, in relevant part, that:

25 An employer shall indemnify his or her employee for all necessary
26 expenditures or losses incurred by the employee in direct consequence of the
27 discharge of his or her duties, or of his or her obedience to the directions of
28 the employer, even though unlawful, unless the employee, at the time of
obeying the directions, believed them to be unlawful.

1 104. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
2 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
3 CLASS members for required expenses incurred in the discharge of their job duties for
4 DEFENDANT's benefit. DEFENDANT fails to reimburse PLAINTIFF and the
5 CALIFORNIA LABOR SUB-CLASS members for expenses which include, but are not
6 limited to, costs related to using their personal cellular phones and personal vehicles all on
7 behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other
8 CALIFORNIA LABOR SUB-CLASS Members are required by DEFENDANT to use their
9 personal cell phones to respond to work related issues. DEFENDANT's policy, practice and
10 procedure is to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
11 members for expenses resulting from using their personal cellular phones for DEFENDANT
12 within the course and scope of their employment for DEFENDANT. These expenses are
13 necessary to complete their principal job duties. DEFENDANT is estopped by
14 DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses
15 are necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-
16 CLASS members, DEFENDANT fails to indemnify and reimburse PLAINTIFF and the
17 CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is
18 required to do under the laws and regulations of California.

19 105. PLAINTIFF therefore demands reimbursement for expenditures or losses
20 incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of
21 their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
22 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

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1 **EIGHTH CAUSE OF ACTION**

2 **For Failure to Pay Wages When Due**

3 **[Cal. Lab. Code §§ 201, 202, 203]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
5 **and Against All Defendants)**

6 106. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 107. Cal. Lab. Code § 200 provides, in relevant part, that:

10 As used in this article:

11 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
12 standard of time, task, piece, Commission basis, or other method of calculation.

13 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
14 agreement if the labor to be paid for is performed personally by the person
demanding payment.

15 108. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
discharges an employee, the wages earned and unpaid at the time of discharge are due and
16 payable immediately."

17 109. Cal. Lab. Code § 202 provides, in relevant part, that:

18 If an employee not having a written contract for a definite period quits his
19 or her employment, his or her wages shall become due and payable not
later than 72 hours thereafter, unless the employee has given 72 hours
20 previous notice of his or her intention to quit, in which case the employee
is entitled to his or her wages at the time of quitting. Notwithstanding any
21 other provision of law, an employee who quits without providing a 72-
hour notice shall be entitled to receive payment by mail if he or she so
22 requests and designates a mailing address. The date of the mailing shall
constitute the date of payment for purposes of the requirement to provide
23 payment within 72 hours of the notice of quitting.

24 110. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
25 SUB-CLASS Members' employment contract.

26 111. Cal. Lab. Code § 203 provides, in relevant part, that:

27 If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
28 employee who is discharged or who quits, the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until paid
2 or until an action therefor is commenced; but the wages shall not continue
for more than 30 days.

3 112. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
4 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
5 owed as required by law.

6 113. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
7 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
8 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
9 of pay as penalty for not paying all wages due at time of termination for all employees who
10 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
11 demands an accounting and payment of all wages due, plus interest and statutory costs as
12 allowed by law.

13 **NINTH CAUSE OF ACTION**

14 **For Violation of the Private Attorneys General Act**

15 **[Cal. Lab. Code §§ 2698, *et seq.*]**

16 **(By PLAINTIFF and Against All Defendants)**

17 114. PLAINTIFF incorporates by reference the allegations set forth in the prior
18 paragraphs as though fully set forth at this point.

19 115. PAGA is a mechanism by which the State of California itself can enforce state
20 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
21 the state's labor law enforcement agencies. An action to recover civil penalties under
22 PAGA is fundamentally a law enforcement action designed to protect the public and not to
23 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
24 but to create a means of "deputizing" citizens as private attorneys general to enforce the
25 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
26 public interest to allow aggrieved employees, acting as private attorneys general to recover
27 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
28 claims cannot be subject to arbitration.

1 116. PLAINTIFF, and such persons that may be added from time to time who
2 satisfy the requirements and exhaust the administrative procedures under the Private
3 Attorney General Act, brings this Representative Action on behalf of the State of California
4 with respect to herself and all individuals who worked for Ramm Hospitality, Inc. and/or
5 Prime Hospitality Services, LLC in California and classified as non-exempt employees (the
6 "AGGRIEVED EMPLOYEES") during the time period of March 5, 2020 until a date as
7 determined by the Court (the "PAGA PERIOD").

8 117. On March 5, 2021, PLAINTIFF gave written notice by electronic mail to the
9 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
10 employer of the specific provisions of this code alleged to have been violated as required by
11 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
12 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
13 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
14 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

15 118. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
17 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to
18 properly record and provide legally required meal and rest periods, (c) failed to pay overtime
19 wages, (d) failed to pay minimum wages, (e) failed to reimburse for required expenses, and
20 (f) failed to pay wages when due, all in violation of the applicable Labor Code sections
21 listed in Labor Code Sections §§201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233,
22 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
23 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Industrial
24 Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹
25 PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor Code
26

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor Code
28 §558(a)(3).

1 Private Attorney General Act of 2004 as the representative of the State of California for the
2 illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

3 119. All of the conduct and violations alleged herein occurred during the
4 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not
5 affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those
6 violations that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v.*
7 *Starbucks Corp.* 2018 AJDAR 12157 (Certified for Publication 12/19/18).

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
11 severally, as follows:

12 1. On behalf of the CALIFORNIA CLASS:

- 13 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
14 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
15 B) An order temporarily, preliminarily and permanently enjoining and restraining
16 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
17 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
18 withheld from compensation due to PLAINTIFF and the other members of the
19 CALIFORNIA CLASS; and,
20 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
21 for restitution of the sums incidental to DEFENDANT's violations due to
22 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

23 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 24 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
25 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
26 action pursuant to Cal. Code of Civ. Proc. § 382;
27 B) Compensatory damages, according to proof at trial, including compensatory
28 damages for minimum and overtime compensation due PLAINTIFF and the other

members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

C) Meal and rest period compensation pursuant to California Labor Code Section 226.7 and the applicable IWC Wage Order;

D) Liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;

E) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit; and,

G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

4. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194 and/or

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1 §2802.

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3 Dated: May 10, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: May 10, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff