

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 3/28/2025 8:44 AM
Reviewed By: T. Phan
Case #24CV455228
Envelope: 18772438**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

LISA JAMISON, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”),

Plaintiff,

vs.

HINES LIVING US LLC, a Delaware
limited liability company; HINES WEST
LLC, a Delaware limited liability company;
HINES GS PROPERTIES, INC., a
Delaware corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24CV455228

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Lisa Jamison, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

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

23 3. Venue is proper in this Court, because Defendants employ persons within the
24 County of Santa Clara, and have violated the requirements of the California Labor Code and
25 applicable IWC Wage Order in this county which give rise to the penalties sought in this action.
26 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
27 California Labor Code and applicable Wage Order in at least seven (7) locations, including
28 residential apartments, office spaces, and corporate campuses, within the County of Santa Clara,

1 including Defendants' facilities in Palo Alto (650 Page Mill Road, Palo Alto, California 94304;
2 and 3401 Hillview Avenue, Palo Alto, California 94304), San Jose (717 West Julian Street, San
3 Jose, California 95126; and 550 Piercy Road, San Jose, California 95138), and Santa Clara
4 (5301 Patrick Henry Drive, Santa Clara, California 95054; and 3945 & 3965 Freedom Circle,
5 Santa Clara, California 95054). Pursuant to California Civil Code of Procedure section 393,
6 venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in
7 which the cause, or some part of the cause, arose. Because Defendants have employees in Santa
8 Clara County and Plaintiff could bring this action to recover penalties in Santa Clara County,
9 venue is proper.

10 **THE PARTIES**

11 4. Plaintiff Lisa Jamison is a resident of Oakland, in Alameda County, California.
12 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
13 June 2022 to May 2024. Plaintiff worked for Defendants as a Resident Liaison, Concierge, and
14 Resident Services Coordinator at Defendants' apartment communities in San Francisco and
15 Oakland, California. During her employment, Plaintiff typically worked eight (8) hours or more
16 per day and five (5) days per week. Plaintiff's primary job duties included, without limitation,
17 coordinating and hosting property tours and resident events, overseeing resident services, and
18 completing lease paperwork.

19 5. HINES LIVING US LLC was and is, upon information and belief, a Delaware
20 limited liability company, and at all times hereinafter mentioned, an employer whose employees
21 are engaged throughout this county and the State of California.

22 6. HINES WEST LLC was and is, upon information and belief, a Delaware limited
23 liability company, and at all times hereinafter mentioned, an employer whose employees are
24 engaged throughout this county and the State of California.

25 7. HINES GS PROPERTIES, INC. was and is, upon information and belief, a
26 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
27 are engaged throughout this county and the State of California.

28 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein

1 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
2 complaint and serve such fictitiously named Defendants once their names and capacities
3 become known.

4 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
5 were the partners, agents, owners, or managers of HINES LIVING US LLC; HINES WEST
6 LLC; and HINES GS PROPERTIES, INC., at all relevant times.

7 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein was performed by, or is attributable to HINES LIVING US
9 LLC; HINES WEST LLC; HINES GS PROPERTIES, INC.; and/or DOES 1 through 10
10 (collectively, “Defendants” or “HINES”), each acting as the agent, employee, alter ego, and/or
11 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
12 within the course and scope of such agency, employment, joint venture, or concerted activity
13 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
14 accordance with, and represent, the official policy of Defendants.

15 11. At all relevant times, Defendants, and each of them, ratified each and every act
16 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
17 and abetted the acts and omissions of each and all the other Defendants in proximately causing
18 the damages herein alleged.

19 12. Plaintiff is informed and believes, and thereon alleges, that each of said
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 13. Under California law, Defendants are jointly and severally liable as employers
23 for the violations alleged herein because they have each exercised sufficient control over the
24 wages, hours, working conditions, and employment status of Plaintiff and class members. Each
25 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
26 their work schedule and/or conditions of employment, determined their rate of pay, and
27 maintained their employment records. Defendants suffered or permitted Plaintiff and class
28 members to work and/or “engaged” Plaintiff and class members so as to create a common-law

1 employment relationship. As joint employers of Plaintiff and class members, Defendants are
2 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
3 class members under the law.

4 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
5 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
6 members because Defendants have:

- 7 (a) jointly exercised meaningful control over the work performed by Plaintiff
8 and class members;
- 9 (b) jointly exercised meaningful control over Plaintiff's and class members'
10 wages, hours, and working conditions, including the quantity, quality
11 standards, speed, scheduling, and operative details of the tasks performed
12 by Plaintiff and class members;
- 13 (c) jointly required that Plaintiff and class members perform work which is
14 an integral part of Defendants' businesses; and
- 15 (d) jointly exercised control over Plaintiff and class members as a matter of
16 economic reality in that Plaintiff and class members were dependent on
17 Defendants, who shared the power to set the wages of Plaintiff and class
18 members and determined their working conditions, and who jointly
19 reaped the benefits from the underpayment of their wages and
20 noncompliance with other statutory provisions governing their
21 employment.

22 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
23 there has existed a unity of interest and ownership between Defendants such that any
24 individuality and separateness between the entities has ceased.

25 16. HINES LIVING US LLC; HINES WEST LLC; and HINES GS PROPERTIES,
26 INC.; and DOES 1 through 10 are therefore alter egos of each other.

27 17. Adherence to the fiction of the separate existence of Defendants would permit an
28 abuse of the corporate privilege, and would promote injustice by protecting Defendants from

liability for the wrongful acts committed by them under the name “HINES.”

18. Plaintiff further alleges, upon information and belief, that Defendants HINES LIVING US LLC; HINES WEST LLC; and HINES GS PROPERTIES, INC. are alter egos of each other for the following reasons:

(a) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov/>), HINES LIVING US LLC and HINES WEST LLC have the same principal and/or mailing address, “845 TEXAS AVENUE, SUITE 3300 HOUSTON, TX 77056”;

(b) On the California Secretary of State’s website, HINES LIVING US LLC; HINES WEST LLC; and HINES GS PROPERTIES, INC., share the same agent for service of process, “C T CORPORATION SYSTEM”; and

(c) On information and belief, HINES LIVING US LLC; HINES WEST LLC; and HINES GS PROPERTIES, INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

19. Defendants are a privately owned global real estate investment firm with a presence in 240 cities in 27 countries, with approximately 1,450 properties in its portfolio, including at least 68 properties in California. Defendants acquire, develop, and manage residential and commercial properties across multiple sectors, including logistics, retail, and office spaces. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Houston, Texas, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

20. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them

1 company-wide, regardless of their employees' assigned locations or positions. Upon
2 information and belief, Defendants set forth uniform policies and procedures in several
3 documents provided at an employee's time of hire.

4 21. Upon information and belief, Defendants maintain a centralized Payroll
5 department at their company headquarters in Houston, Texas, which processes payroll for all
6 non-exempt, hourly paid employees working for Defendants at their various locations and
7 jobsites in California, including Plaintiff and class members. Based upon information and
8 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
9 employees in California, irrespective of their work locations. Upon information and belief,
10 Defendants process payroll for departing employees in the same manner throughout the State
11 of California, regardless of the manner in which each employee's employment ends.

12 22. Defendants continue to employ non-exempt or hourly paid employees in
13 California.

14 23. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
16 advisors knowledgeable about California labor and wage law, employment and personnel
17 practices, and about the requirements of California law.

18 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
19 members were not paid for all hours worked because all hours worked were not recorded.

20 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to receive certain wages for
22 overtime compensation and that they were not receiving certain wages for overtime
23 compensation.

24 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to be paid at a regular rate of
26 pay, and corresponding rates of pay for overtime wages and/or meal and rest period premiums,
27 that included as eligible income all remuneration required by law, including but not limited to,
28 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of

1 compensation, but failed to include all forms of remuneration in calculating the regular rate of
2 pay for Plaintiff and class members.

3 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to receive at least minimum
5 wages for compensation and that they were not receiving at least minimum wages for work that
6 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
7 class members were not paid at least minimum wages for work done off-the-clock.

8 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to meal periods in accordance
10 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
11 additional hour of pay at their regular rates of pay when they were not provided with timely,
12 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
13 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates
14 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

15 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to rest periods in accordance
17 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
18 additional hour of pay at their regular rates of pay when they were not authorized and permitted
19 to take a compliant rest period and that Plaintiff and class members were not authorized and
20 permitted to take compliant rest periods or provided with payment of one (1) additional hour of
21 pay at their regular rates of pay when they were not authorized and permitted to take a compliant
22 rest period.

23 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive complete and
25 accurate wage statements in accordance with California law. In violation of the California
26 Labor Code, Plaintiff and class members were not provided complete and accurate wage
27 statements.

28 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that they had a duty to maintain accurate and complete payroll records in
2 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
3 knowingly, and intentionally failed to do so.

4 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to timely payment of all
6 wages earned upon termination of employment. In violation of the California Labor Code,
7 Plaintiff and class members did not receive payment of all wages due, including, but not limited
8 to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay,
9 within permissible time periods.

10 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to timely payment of wages
12 during their employment. In violation of the California Labor Code, Plaintiff and class members
13 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
14 wages, meal and rest period premiums, and/or sick leave pay, within permissible time periods.

15 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive sick leave benefits
17 to be paid at a regular rate of pay, that included, as eligible income, all income derived from
18 incentive pay, nondiscretionary bonuses, and/or other forms of compensation. In violation of
19 the California Labor Code, Defendants failed to include all forms of remuneration in calculating
20 the regular rate of pay for sick leave pay.

21 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive full reimbursement
23 for all business-related expenses and costs they incurred during the course and scope of their
24 employment and that they did not receive full reimbursement of applicable business-related
25 expenses and costs incurred.

26 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that Defendants had a duty to provide
28 Plaintiff and class members with written notice of the material terms of their employment with

Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

37. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

38. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

40. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to

2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

42. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not

1 cured within the 33-day period, the aggrieved employee may commence
2 a civil action pursuant to Section 2699.

3 43. On January 21, 2025, Plaintiff provided written notice by online filing to the
4 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
5 Code alleged to have been violated, including facts and theories to support the alleged
6 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
7 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
8 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
9 PAGA Case Number LWDA-CM-1074698-25. A true and correct copy of Plaintiff's written
10 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

11 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff
12 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
13 to investigate Plaintiff's claims and Defendants have not cured the violations.

14 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
15 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
16 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
17 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

18 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
19 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the Industrial Welfare Commission
21 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
22 each underpaid employee for each pay period for which the employee was underpaid (2)
23 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
24 each pay period for which the employee was underpaid" Labor Code section 558(c)
25 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
26 criminal penalty provided by law."

27 47. Defendants, at all times relevant to this complaint, were employers or persons
28 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'

rights by violating various sections of the California Labor Code as set forth above.

48. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

49. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

50. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

51. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

52. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

53. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

54. Members of the Class and Subclass are referred to herein as "class members."

55. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

56. There are common questions of law and fact as to class members that

predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and class members;
- (c) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (d) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (e) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (f) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to properly calculate the regular rate of pay upon which Plaintiff's and class members' sick leave rate of pay was

1 based;

- 2 (k) Whether Defendants failed to reimburse Plaintiff and class members for
3 necessary and required business-related expenditures and/or losses
4 incurred by them in the scope of their employment;
- 5 (l) Whether Defendants failed to provide written notice of information
6 material to Plaintiff's and class members' employment with Defendants;
- 7 (m) Whether Defendants engaged in unlawful and unfair business practices in
8 violation of California Business & Professions Code sections 17200, *et*
9 *seq.*; and
- 10 (n) The appropriate amount of damages, restitution, or monetary penalties
11 resulting from Defendants' violations of California law.

12 57. There is a well-defined community of interest in the litigation and the class
13 members are readily ascertainable:

- 14 (a) Numerosity: The class members are so numerous that joinder of all
15 members would be unfeasible and impractical. The membership of the
16 entire class is unknown to Plaintiff at this time; however, the class is
17 estimated to be greater than one hundred (100) individuals and the
18 identity of such membership is readily ascertainable by inspection of
19 Defendants' employment records.
- 20 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
21 the interests of each class member with whom she has a well-defined
22 community of interest, and Plaintiff's claims (or defenses, if any) are
23 typical of all class members as demonstrated herein.
- 24 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
25 the interests of each class member with whom she has a well-defined
26 community of interest and typicality of claims, as demonstrated herein.
27 Plaintiff acknowledges that she has an obligation to make known to the
28 Court any relationship, conflicts or differences with any class member.

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

7 (d) Superiority: The nature of this action makes the use of class action
8 adjudication superior to other methods. A class action will achieve
9 economies of time, effort, and expense as compared with separate
10 lawsuits, and will avoid inconsistent outcomes because the same issues
11 can be adjudicated in the same manner and at the same time for the entire
12 class.

13 (e) Public Policy Considerations: Employers in the State of California violate
14 employment and labor laws every day. Current employees are often
15 afraid to assert their rights out of fear of direct or indirect retaliation.
16 Former employees are fearful of bringing actions because they believe
17 their former employers might damage their future endeavors through
18 negative references and/or other means. Class actions provide the class
19 members who are not named in the complaint with a type of anonymity
20 that allows for the vindication of their rights while simultaneously
21 protecting their privacy.

22 **FIRST CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

24 **(Against all Defendants)**

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

27 59. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor

1 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
2 shall be the . . . standard conditions of labor for employees. The employment of any employee
3 . . . under conditions of labor prohibited by the order is unlawful.”

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

8 61. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
10 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
11 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

12 62. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
14 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
15 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
16 employee, including nondiscretionary bonuses and incentive pay.

17 63. California Labor Code section 510 codifies the right to overtime compensation
18 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
20 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
21 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
22 the seventh (7th) day of work.

23 64. During the relevant time period, Defendants willfully failed to pay all overtime
24 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
25 members were not paid overtime premiums for all of the hours they worked in excess of eight
26 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
27 in a week, because all hours worked were not recorded.

28 65. First, Defendants had, and continue to have, a company-wide policy and/or

1 practice of discouraging and impeding Plaintiff and class members from recording hours
2 worked that were outside of their scheduled shifts in order to limit the amount of overtime
3 employees could accrue. Specifically, Defendants' management pressured Plaintiff and class
4 members to record their scheduled shift start-times and shift end-times instead of their actual
5 hours worked to limit the overtime hours employees were eligible to be compensated for.
6 Moreover, this policy of limiting overtime, coupled with Defendants' practices of understaffing
7 and/or single-staffing, and assignment of heavy workloads (*see infra*), led Plaintiff and class
8 members to work off-the-clock before and after their scheduled shifts in order to complete their
9 assigned tasks. Because Defendants discouraged overtime accrual, Plaintiff and class members
10 were required to complete assigned tasks outside of their scheduled shifts without being
11 compensated for the time they worked. For example, Plaintiff was sometimes required to begin
12 working prior to her scheduled shift-start time, such as attending to residents and vendors
13 waiting by the leasing office, checking security cameras and turning on the leasing office lobby
14 music, and conducting walkthroughs of the property, before clocking in for the day, in order to
15 meet Defendants' expectations of completing daily tasks within her scheduled hours.
16 Additionally, Plaintiff was also sometimes required to continue working after she had clocked
17 out at her scheduled shift-end time, such as attending to residents who arrived at the leasing
18 office around Plaintiff's scheduled shift-end time, responding to text message communications
19 from her supervisor and coworkers, and completing administrative paperwork and sending
20 emails.

21 66. Further, Defendants expected Plaintiff and class members to remain available
22 after their scheduled shifts in order to respond to calls from residents and address the residents'
23 service requests in person. For example, after Plaintiff had already clocked out at the end of
24 her shift, she was sometimes required to assist residents locked out of their units and open the
25 mailroom for residents. Additionally, Defendants maintained a 24-hour resident hotline for
26 after-hours requests. Calls to the hotline were routed to a third-party security service, who
27 would relay the requests to Plaintiff or her supervisor. These requests sometimes required
28 Plaintiff to handle the issue directly. For instance, while Plaintiff was off-the-clock and away

1 from Defendants' premises, Defendants' security service notified Plaintiff's supervisor of a
2 resident's issue and Plaintiff's supervisor required her to immediately return to the premises to
3 address the situation. Thus, Defendants failed to track all of the time that employees spent
4 performing work-related tasks outside of their shifts, and Plaintiff and class members received
5 no compensation for this time.

6 67. In addition, Defendants had, and continue to have, a company-wide policy and/or
7 practice of requiring Plaintiff and class members to complete mandatory training modules, but
8 did not permit them to complete them during their shifts. For example, Plaintiff was required
9 to complete several training modules on her days off or when she was at home. Thus,
10 Defendants failed to track all the time Plaintiff and class members spent completing the
11 mandatory training modules, and Plaintiff and class members received no compensation for this
12 time.

13 68. Second, Defendants had, and continue to have, a company-wide policy and/or
14 practice of understaffing their locations while assigning heavy workloads, which included
15 pressuring employees to meet new lease sign-up and lease renewal goals, responding to online
16 reviews in the same day they are received, and overseeing third-party property tour scheduling
17 applications and websites, among other tasks. Defendants' policies and/or practices resulted in
18 a failure to provide Plaintiff and class members with adequate meal period coverage. Moreover,
19 Defendants also failed to schedule meal periods, which further caused Plaintiff and class
20 members to not be relieved of their duties for compliant meal periods. Also, Defendants have
21 systematically, and on a company-wide basis, understaffed their jobsites by adopting a single-
22 staffing model for some positions, such as Resident Liaisons, whereby only one (1) employee
23 was scheduled to work at certain times, thereby failing to provide adequate meal period
24 coverage to permit those employees to take compliant meal periods.

25 69. As a result, Plaintiff and class members were not afforded uninterrupted thirty
26 (30) minute meal periods during shifts in which they were entitled to receive meal periods. For
27 example, Plaintiff worked through her meal periods due to the heavy workload, understaffing,
28 and lack of coverage available. Additionally, Plaintiff's meal periods were interrupted because

1 she would be required to attend to residents and potential new residents that arrived at
2 Defendants' leasing office while she was taking her meal period, often requiring Plaintiff to
3 stop her meal period to conduct property tours, in order to meet Defendants' customer service
4 expectations and new lease and lease renewal goals. Thus, Plaintiff and class members worked
5 through meal periods and/or had meal periods cut short or interrupted in order to handle their
6 workloads. Defendants did not compensate Plaintiff and class members for the time they spent
7 working off the clock during meal periods.

8 70. Third, Defendants required Plaintiff and class members to use their company-
9 issued walkie-talkies to communicate with supervisors and coworkers at all times, including
10 during unpaid meal periods. Defendants expected that Plaintiff and class members promptly
11 respond to calls at all times to discuss work-related matters. For example, Defendants'
12 management contacted Plaintiff on her company-issued walkie-talkie to discuss the status of
13 property tours or resident requests during her meal periods, but did not compensate her for this
14 time. Defendants knew or should have known that Plaintiff and class members were being made
15 to respond to management while off-the-clock in order to meet Defendants' expectations, but
16 failed to compensate them for this time worked.

17 71. Fourth, on information and belief, because Defendants frowned upon employees
18 accruing meal period premiums, Defendants' management pressured Plaintiff and class
19 members to clock out for meal periods, and/or adjusted employee time records to reflect
20 compliant meal periods, even when they did not receive a compliant meal period, in order to
21 strictly limit meal period premiums that Defendants would otherwise owe. For example,
22 Plaintiff would clock out for her meal period but would work through her unpaid meal period,
23 out of fear of being disciplined by Defendants and/or Plaintiff's supervisor would edit Plaintiff's
24 meal period times on Plaintiff's timesheets. Thus, Defendants did not record all hours worked
25 during meal periods, and Plaintiff and class members performed work during meal periods for
26 which they were not paid.

27 72. Defendants knew or should have known that as a result of these company-wide
28 practices and/or policies, Plaintiff and class members were performing their assigned duties off-

1 the-clock before and after their shifts and during meal periods, and were suffered or permitted
2 to perform work for which they were not paid. Because Plaintiff and class members worked
3 shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-
4 clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were
5 not paid overtime wages for all of the overtime hours they actually worked.

6 73. Moreover, Defendants did not pay Plaintiff and class members the correct
7 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
8 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
9 and/or other forms of remuneration. However, in violation of the California Labor Code,
10 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
11 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
12 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
13 class members worked overtime and received these other forms of pay, Defendants failed to pay
14 all overtime wages by paying a lower overtime rate than required.

15 74. For example, Defendants paid Plaintiff and class members incentive pay and/or
16 nondiscretionary bonuses which were listed on Plaintiff's and class members' wage statements
17 as "Multifamily Renewal Bonus" and "Annual Bonus." During pay periods that Plaintiff and
18 class members were paid overtime wages, Defendants did not incorporate the incentive pay
19 and/or nondiscretionary bonuses into Plaintiff's and class members' regular rate of pay and, as
20 a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically,
21 Defendants paid Plaintiff and class members 1.5 times their hourly rate of pay instead of 1.5
22 times their regular rate of pay. Defendants' failure to properly calculate the overtime rates of
23 pay based on all remuneration paid has resulted in an underpayment of overtime wages to
24 Plaintiff and class members on a company-wide basis.

25 75. Defendants' failure to pay Plaintiff and class members the balance of overtime
26 compensation as required by California law, violates the provisions of California Labor Code
27 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
28 members are entitled to recover from Defendants their unpaid overtime compensation, as well

as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages (Against all Defendants)

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

77. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours Worked").

78. First, as set forth above, as a result of Defendants' policies and/or practices of limiting the amount of overtime employees could accrue, pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, understaffing and/or single-staffing their jobsites, and assigning heavy workloads, Defendants required Plaintiff and class members to perform work off-the-clock before and after their scheduled start- and end-times to complete work-related tasks, such as: attending to residents and vendors waiting by the leasing office, checking security cameras and turning on the leasing office lobby music, conducting walkthroughs of the property, attending to residents arriving at the leasing office near the close of business hours, responding to text messages from supervisors and coworkers, completing administrative paperwork and sending emails, responding and attending to after-hours calls from residents, and completing mandatory online training modules. Defendants failed to track this time that Plaintiff and class members spent working off-the-clock, and Plaintiff and class members received no compensation for this time.

79. Second, as also stated above, due to Defendants' policies and/or practices of

1 understaffing and/or single-staffing their jobsites while assigning heavy workloads, requiring
2 employees to carry a company-issued walkie-talkie to respond to calls from supervisors and
3 coworkers at all times, and failing to schedule meal periods, Plaintiff and class members were
4 prevented from taking all uninterrupted meal periods to which they were entitled and were
5 required to work off-the-clock during meal periods, have their meal periods interrupted, and/or
6 were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on
7 information and belief, in order to limit meal period premiums that Defendants would otherwise
8 owe, Defendants pressured Plaintiff and class members to clock out for meal periods and/or
9 adjusted employee time records to reflect compliant meal periods, even when meal periods were
10 missed, short, and/or interrupted. Thus, Defendants systematically failed to pay Plaintiff and
11 class members for actual hours worked during unpaid meal periods because these hours were
12 not always correctly recorded.

13 80. Defendants did not pay minimum wages for all hours worked by Plaintiff and
14 class members. To the extent that these off-the-clock hours did not qualify for overtime
15 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
16 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

17 81. Defendants' failure to pay Plaintiff and class members minimum wages violates
18 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
19 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants
20 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

21 **THIRD CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

23 **Violations**

24 **(Against all Defendants)**

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

27 83. At all relevant times herein set forth, California Labor Code section 512(a)
28 provides that an employer may not require, cause, or permit an employee to work for a period

1 of more than five (5) hours per day without providing the employee with a meal period of not
2 less than thirty (30) minutes, except that if the total work period per day of the employee is not
3 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
4 and the employee. Under California law, first meal periods must start after no more than five
5 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

6 84. At all relevant times herein set forth, California Labor Code sections 226.7,
7 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
8 meal period mandated by an applicable order of the IWC.

9 85. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
10 the applicable IWC Wage Order also require employers to provide a second meal period of not
11 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
12 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
13 hours worked is no more than twelve (12) hours, the second meal period may be waived by
14 mutual consent of the employer and the employee only if the first meal period was not waived.

15 86. First, during the relevant time period, as stated, Defendants had, and continue to
16 have, company-wide policies and/or practices of understaffing and/or single-staffing certain
17 positions while assigning heavy workloads, including pressuring employees to meet new lease
18 sign-ups and renewal goals, responding to online reviews in the same day they are received, and
19 overseeing third-party property tour scheduling applications and websites, among other tasks,
20 which prevented Plaintiff and class members from taking all timely, uninterrupted meal periods
21 to which they were entitled. Additionally, as also stated, Defendants had company-wide
22 practices and/or policies of failing to schedule meal periods, which further caused Plaintiff and
23 class members to not be relieved of their duties for compliant meal periods.

24 87. As a result, Plaintiff and class members had to work through all or part of their
25 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
26 before taking meal periods. For example, as stated, Plaintiff worked through her meal periods
27 due to the heavy workload, understaffing, and lack of coverage available. As another example,
28 as stated, Plaintiff's meal periods were interrupted because she would be required to attend to

1 residents and potential new residents that arrived at Defendants' leasing office while she was
2 taking her meal period, often requiring Plaintiff to cut short her meal period to conduct property
3 tours, in order to meet Defendants' customer service expectations and new lease and lease
4 renewal goals. As a further example, Plaintiff sometimes took her meal periods late, after
5 having worked in excess of five (5) hours into her shift, due to the lack of coverage available
6 and also because the third-party property tour scheduling applications and websites—which
7 Plaintiff was responsible for overseeing—would often schedule property tours consecutively,
8 without accounting for meal periods.

9 88. Second, as stated, Defendants had a policy and/or practice of requiring that
10 Plaintiff and class members carry their company-issued walkie-talkies at all times and promptly
11 respond to calls from supervisors and coworkers, even during meal periods. For example,
12 Plaintiff's meal periods were interrupted by her supervisors contacting her on her company-
13 issued walkie-talkie to discuss the status of property tours or resident requests.

14 89. Third, as stated, on information and belief, because Defendants frowned upon
15 employees accruing meal period premiums, Defendants' management pressured Plaintiff and
16 class members to clock out for meal periods and/or adjusted employee time records to reflect
17 compliant meal periods, regardless of whether they had received a compliant meal period or
18 not, in order to strictly limit the meal period premiums that would need to be paid by Defendants.
19 For example, as stated, Plaintiff was required to record that she had received compliant meal
20 periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods
21 and/or Plaintiff's supervisor would edit Plaintiff's meal period times on Plaintiff's timesheets
22 to reflect compliant meal periods.

23 90. Further, Defendants did not provide Plaintiff and class members with second 30-
24 minute meal periods on days that they worked in excess of 10 hours in one day. For example,
25 on some days where Plaintiff worked in excess of 10 hours in one day, she was not provided
26 with a second meal period. Plaintiff and class members did not sign valid meal period waivers
27 on days that they were entitled to meal periods and were not relieved of all duties.

28 91. At all times herein mentioned, Defendants knew or should have known that, as a

1 result of these policies, Plaintiff and class members were prevented from being relieved of all
2 duties and required to perform some of their assigned duties during meal periods. Defendants
3 further knew or should have known that Defendants did not pay Plaintiff and class members
4 meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

5 92. Moreover, Defendants engaged in a company-wide practice and/or policy of not
6 paying meal period premiums owed when compliant meal periods are not provided. Because
7 of this practice and/or policy, Plaintiff and class members have not received premium pay for
8 missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants did pay
9 Plaintiff and class members premium pay for missed, late, and interrupted meal periods,
10 Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums
11 because Defendants systematically failed to include all forms of compensation, such as
12 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate
13 of pay. As a result, Defendants failed to provide Plaintiff and class members compliant meal
14 periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay
15 the full meal period premiums due.

16 93. Defendants' conduct violates the applicable IWC Wage Order, and California
17 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
18 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
19 rate of compensation for each work day that the meal period was not provided.

20 **FOURTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 22 **(Against all Defendants)**

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

25 95. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
27 members' employment by Defendants.

28 96. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 97. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest periods
9 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
10 must “relinquish any control over how employees spend their break time, and relieve their
11 employees of all duties—including the obligation that an employee remain on call. A rest
12 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
13 257, 273 (2016).

14 98. During the relevant time period, Defendants regularly failed to authorize and
15 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
16 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
17 policies and practices of understaffing and/or single-staffing and assigning heavy workloads,
18 prevented Plaintiff and class members from being able to take rest periods. Defendants also
19 failed to schedule rest periods, which, coupled with Defendants’ requirement that employees
20 respond to communications from management on their company-issued walkie-talkies at all
21 times, further led to Plaintiff and class members not being authorized and permitted to take rest
22 periods.

23 99. Furthermore, upon information and belief, during the relevant time period,
24 Defendants maintained a company-wide on-premises rest period policy, which effectively
25 required that Plaintiff and class members remain on the work premises during their rest periods.
26 Because Plaintiff and class members were restricted from leaving the premises during rest
27 periods, they were denied the ability to use their rest periods freely for their own purposes, such
28 as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and

1 class members during rest periods.

2 100. As a result of Defendants' practices and policies, Plaintiff and class members
3 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
4 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff had
5 to forgo some of her rest periods due to the heavy workload and Defendants' failure to schedule
6 rest periods for employees.

7 101. Defendants have also engaged in a company-wide practice and/or policy of not
8 paying rest period premiums owed when compliant rest periods are not authorized and
9 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
10 premium pay for all missed rest periods. Alternatively, to the extent that Defendants did pay
11 Plaintiff and class members one (1) additional hour of premium pay for missed rest periods,
12 Defendants did not pay Plaintiff and class members at the correct rate of pay for premium wages
13 because Defendants failed to include all forms of compensation, such as incentive pay,
14 nondiscretionary bonuses, and/or other forms of compensation, in the regular rate of pay. As a
15 result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest
16 period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
17 IWC Wage Order.

18 102. Defendants' conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
20 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
21 compensation for each work day that a compliant rest period was not authorized and permitted.

22 **FIFTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 24 **Statements and Failure to Maintain Accurate Payroll Records** 25 **(Against all Defendants)**

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

28 104. At all relevant times herein set forth, California Labor Code section 226(a)

1 provides that every employer shall furnish each of his or her employees an accurate and
2 complete itemized wage statement in writing, including, but not limited to, the name and address
3 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
4 and all applicable rates of pay.

5 105. At all relevant times, Defendants have knowingly and intentionally provided
6 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
7 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
8 fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
9 applicable hourly rates in effect during the pay period, including rates of pay for overtime
10 wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number
11 of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
12 226(a)(2), 226(a)(5), and 226(a)(9).

13 106. Because Defendants did not record the time Plaintiff and Subclass members spent
14 working off the clock and deducted time from their records for meal periods that were
15 interrupted and/or missed (and therefore time for which they should have been paid),
16 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
17 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
18 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
19 members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
20 in effect during the pay period and the corresponding accurate number of hours worked at each
21 hourly rate, in violation of section 226(a)(9).

22 107. Moreover, because Defendants did not calculate Plaintiff's and Subclass
23 members' regular rate of pay correctly for purposes of paying overtime wages, meal and rest
24 period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross
25 wages in compliance with section 226(a)(1). For the same reason, Defendants failed to list the
26 correct amount of net wages in violation of section 226(a)(5). Defendants also failed to
27 correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of
28 pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of

1 section 226(a)(9).

2 108. The wage statement deficiencies also include, among other things, failing to list
3 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
4 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
5 which employees were paid; failing to list the name of the employee and only the last four digits
6 of his or her social security number or an employee identification number other than a social
7 security number; failing to list the name and address of the legal entity that is the employer;
8 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
9 the-clock.

10 109. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants or
16 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
17 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
18 members showing the daily hours they worked and the wages paid thereto as a result of failing
19 to record the off-the-clock hours that they worked.

20 110. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
22 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
23 of any employees for longer hours than those fixed by the order or under conditions of labor
24 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
25 are required to keep accurate time records showing when the employee begins and ends each
26 work period and meal period. During the relevant time period, Defendants engaged in company-
27 wide practices and/or policies of failing to record actual hours worked (including falsifying time
28 records by recording that compliant meal periods were taken regardless of if or when meal

1 periods were actually taken), and thereby failed to keep accurate records of work period and
2 meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.
3 Also, in light of Defendants' failure to provide Plaintiff and Subclass members with second 30-
4 minute meal periods to which they were entitled, Defendants kept no records of meal start and
5 end times for second meal periods.

6 111. Plaintiff and Subclass members are entitled to recover from Defendants the
7 greater of their actual damages caused by Defendants' failure to comply with California Labor
8 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
9 employee.

10 **SIXTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 12 **Termination** 13 **(Against all Defendants)**

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

16 113. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, meal and rest period premiums, and/or sick leave pay that were not
18 timely paid to Plaintiff and those class members no longer employed by Defendants upon their
19 termination.

20 114. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
21 that if an employer discharges an employee, the wages earned and unpaid at the time of
22 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
23 her employment, his or her wages shall become due and payable not later than seventy-two (72)
24 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
25 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
26 quitting.

27 115. Defendants willfully failed to pay Plaintiff and class members who are no longer
28 employed by Defendants the earned and unpaid wages set forth above, including but not limited

1 to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay,
2 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
3 employ.

4 116. Defendants' failure to pay Plaintiff and class members who are no longer
5 employed by Defendants their wages earned and unpaid at the time of discharge, or within
6 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
7 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
8 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
9 thirty (30) day maximum pursuant to California Labor Code section 203.

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 12 **Employment** 13 **(Against all Defendants)**

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

16 118. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, meal and rest period premiums, and/or sick leave pay that were not
18 timely paid to Plaintiff and class members during their employment.

19 119. At all times relevant herein set forth, Labor Code section 204 provides that all
20 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
21 days, inclusive, of any calendar month, other than those wages due upon termination of an
22 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
23 the month during which the labor was performed.

24 120. At all times relevant herein, Labor Code section 204 provides that all wages
25 earned by any person in any employment between the sixteenth (16th) and the last day,
26 inclusive, of any calendar month, other than those wages due upon termination of an employee,
27 are due and payable between the first (1st) and the tenth (10th) day of the following month.

28 121. At all times relevant herein, Labor Code section 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday for
2 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
3 204 provides that the requirements of this section are deemed satisfied by the payment of wages
4 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
5 calendar days following the close of the payroll period.

6 122. During the relevant time period, Defendants willfully failed to pay Plaintiff and
7 class members all wages due including, but not limited to, overtime wages, minimum wages,
8 meal and rest period premiums, and/or sick leave pay, within the time periods specified by
9 California Labor Code section 204.

10 123. Defendants' failure to pay Plaintiff and class members all wages due violates
11 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
12 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

13 **EIGHTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 15 **(Against all Defendants)**

16 124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above. At all times herein set forth, California Labor Code section
18 2802 provides that an employer must reimburse employees for all necessary expenditures and
19 losses incurred by the employee in the performance of his or her job. The purpose of Labor
20 Code section 2802 is to prevent employers from passing off their cost of doing business and
21 operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.
22 App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides
23 that: "[w]hen tools or equipment are required by the employer or are necessary to the
24 performance of a job, such tools and equipment shall be provided and maintained by the
25 employer, except that an employee whose wages are at least two (2) times the minimum wage
26 provided herein may be required to provide and maintain hand tools and equipment customarily
27 required by the trade or craft."

28 125. During the relevant time period, Defendants, on a company-wide basis, required

1 Plaintiff and class members to use their personal mobile devices, including, but not limited to,
2 cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for
3 the costs of their work-related mobile device and/or mobile data expenses. For example,
4 Plaintiff was required to use her personal cellular phone to communicate with her managers and
5 coworkers regarding the status of resident requests. Although Defendants required Plaintiff and
6 class members to use their personal mobile devices and mobile data to carry out their work-
7 related duties, Defendants failed to reimburse them for their costs incurred.

8 126. Defendants could have provided Plaintiff and class members with company
9 mobile devices, or, Defendants could have reimbursed employees for the costs of their mobile
10 device usage. Instead, Defendants passed these operating costs onto Plaintiff and class
11 members.

12 127. Defendants' company-wide policy and/or practice of not reimbursing employees
13 for expenses necessarily incurred and passing on their operating costs to Plaintiff and class
14 members violates California Labor Code section 2802. Defendants have intentionally and
15 willfully failed to reimburse Plaintiff and class members for necessary business-related
16 expenses and costs.

17 128. Pursuant to California Labor Code section 2802, Plaintiff and class members are
18 entitled to recover from Defendants their business-related expenses incurred during the course
19 and scope of their employment, plus interest, costs, and attorneys' fees.

20 **NINTH CAUSE OF ACTION**

21 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

22 **(Against all Defendants)**

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

25 130. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
26 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
27 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
28 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil

penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 246, 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

131. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other aggrieved employees, as alleged herein;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;
- (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;
- (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (f) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

- 1 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
2 wages upon termination, as alleged herein;
- 3 (i) Violation of Labor Code section 204 for failure to pay all earned wages
4 during employment, as alleged herein;
- 5 (j) Violation of Labor Code section 246 for failure to properly calculate the
6 sick leave paid to other aggrieved employees, as set forth below;
- 7 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
8 and other aggrieved employees for all business expenses necessarily
9 incurred, as alleged herein; and
- 10 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
11 provide written notice of information material to Plaintiff's and other
12 aggrieved employees' employment with Defendants, as set forth below.

13 132. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
14 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
15 days from the commencement of employment with paid sick days, to be accrued at least one
16 hour for every 30 hours worked. California Labor Code section 246(l) provides that an
17 employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time
18 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
19 the workweek in which the employee uses paid sick time, whether or not the employee actually
20 works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be
21 calculated by dividing the employee's total wages, not including overtime premium pay, by the
22 employee's total hours worked in the full pay periods of the prior 90 days of employment.

23 133. During the relevant time period, Defendants did not pay Plaintiff and other
24 aggrieved employees the correct sick leave rates of pay. Defendants failed to correctly use
25 either method of calculation under Labor Code section 246(l) to determine Plaintiff's and other
26 aggrieved employees' sick leave rates of pay. As stated, in addition to an hourly wage,
27 Defendants paid Plaintiff and other aggrieved employees incentive pay, nondiscretionary
28 bonuses, and/or other forms of remuneration. However, in violation of the California Labor

Code, Defendants failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Plaintiff and other aggrieved employees sick leave and received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, Defendants paid Plaintiff and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

134. Defendants' failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other aggrieved employees on a company-wide basis in violation of California Labor Code section 246(l). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

135. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

136. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor

1 Code section 2810.5.

2 137. Defendants' failure to provide Plaintiff and other aggrieved employees with
3 written notice of basic information regarding their employment with Defendants is in violation
4 of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to
5 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

6 **TENTH CAUSE OF ACTION**

7 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

8 **Unlawful Business Practices**

9 **(Against all Defendants)**

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

12 139. Defendants are "persons" as defined by California Business & Professions Code
13 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
14 associations.

15 140. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
16 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
17 suffered injury in fact and has lost money as a result of Defendants' unlawful business practices.
18 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
19 Code of Civil Procedure section 1021.5.

20 141. Defendants' activities, as alleged herein, are violations of California law, and
21 constitute unlawful business acts and practices in violation of California Business & Professions
22 Code sections 17200, *et seq.*

23 142. A violation of California Business & Professions Code sections 17200, *et seq.*
24 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
25 policies and practices have violated state law in at least the following respects:

- 26 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
27 class members, to work overtime without paying them proper
28 compensation in violation of California Labor Code sections 510 and

1198, and the applicable IWC Wage Order, as alleged herein;

- (b) Failing to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and class members, in violation of California Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (g) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;
- (h) Failing to properly calculate the sick leave paid to Plaintiff and class members in violation of California Labor Code section 246(l), as set forth below;
- (i) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and
- (j) Failing to provide written notice of information material to Plaintiff's and

class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

143. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

144. During the relevant time period, Defendants did not pay Plaintiff and class members the correct sick leave rates of pay. Defendants failed to correctly use either method of calculation under Labor Code section 246(l) to determine Plaintiff's and class members' sick leave rates of pay. As stated, in addition to an hourly wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Plaintiff and class members took sick leave and received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, Defendants paid Plaintiff and class members sick leave based on their hourly rate of pay instead of their regular rate of pay.

145. Defendants' failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and class members on a company-wide basis in violation of California Labor Code section 246(l).

146. At all relevant times herein, California's Wage Theft Prevention Act was enacted

1 to ensure that employers provide employees with basic information material to their
2 employment relationship at the time of hiring, and to ensure that employees are given written
3 and timely notice of any changes to basic information material to their employment. Codified
4 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
5 time of hiring, an employer must provide written notice to employees containing basic and
6 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
7 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
8 any rates for overtime, the regular payday designated by the employer, and any allowances
9 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
10 § 2810.5(a)(1)(A)-(C).

11 147. At all relevant times, on information and belief, Defendants failed, on a
12 company-wide basis, to provide written notice to Plaintiff and class members that lists the
13 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
14 to provide Plaintiff and class members with written notice of basic information regarding their
15 employment with Defendants is in violation of California Labor Code section 2810.5.

16 148. As a result of the violations of California law herein described, Defendants
17 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
18 suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

19 149. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
20 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
21 Defendants during a period that commences four years prior to the filing of the initial complaint;
22 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
23 class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure
24 section 1021.5 and other applicable laws; and an award of costs.

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

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

7 151. Defendants are “persons” as defined by California Business & Professions Code
8 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 152. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and
11 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in
12 fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to
13 enforce important rights affecting the public interest within the meaning of Code of Civil
14 Procedure section 1021.5.

15 153. Defendants’ activities, namely Defendants’ company-wide practice and/or policy
16 of not paying Plaintiff and class members all meal and rest period premiums due to them under
17 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee
18 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
19 section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and
20 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th
21 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and
22 class members as part of their employment with Defendants, and thus Defendants’ practice
23 and/or policy of denying these statutory benefits constitutes an unfair business practice in
24 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

25 154. A violation of California Business & Professions Code sections 17200, *et seq.*
26 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and
27 practices have violated the spirit of California’s meal and rest period laws and constitute acts
28 against the public policy behind these laws.

155. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code section 1194(a); and

2 9. For such other and further relief as the Court may deem equitable and
3 appropriate.

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

5 10. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
7 Order by willfully failing to pay minimum wages to Plaintiff and class members;

8 11. For general unpaid wages and such general and special damages as may be
9 appropriate;

10 12. For pre-judgment interest on any unpaid compensation from the date such
11 amounts were due, or as otherwise provided by law;

12 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
13 California Labor Code section 1194(a);

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

15 15. For such other and further relief as the Court may deem equitable and
16 appropriate.

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

18 16. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
20 willfully failing to provide all meal periods to Plaintiff and class members;

21 17. That the Court make an award to the Plaintiff and class members of one (1) hour
22 of pay at each employee's regular rate of pay for each workday that a meal period was not
23 provided;

24 18. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 19. For premiums pursuant to California Labor Code section 226.7(c);

27 20. For pre-judgment interest on any unpaid meal period premiums from the date
28 such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

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

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

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

32. For injunctive relief pursuant to California Labor Code section 226(h);

- 1 33. For statutory penalties pursuant to California Labor Code section 226(e);
2 34. For attorneys' fees and costs pursuant to California Labor Code section
3 226(e)(1); and
4 35. For such other and further relief as the Court may deem equitable and
5 appropriate.

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

7 36. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
9 meal and rest period premiums, and/or sick leave pay owed at the time of termination of the
10 employment of Plaintiff and other terminated class members;

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

13 38. For waiting time penalties according to proof pursuant to California Labor Code
14 section 203 for all employees who have left Defendants' employ;

15 39. For pre-judgment interest on any unpaid wages from the date such amounts were
16 due, or as otherwise provided by law;

17 40. For attorneys' fees pursuant to California Code of Civil Procedure section
18 1021.5, or as otherwise provided by law; and

19 41. For such other and further relief as the Court may deem equitable and
20 appropriate.

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

22 42. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
24 wages, minimum wages, meal and rest period premiums, and/or sick leave pay during their
25 employment;

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

28 44. For statutory penalties according to proof pursuant to California Labor Code

1 section 210;

2 45. For pre-judgment interest on any unpaid wages from the date such amounts were
3 due, or as otherwise provided by law;

4 46. For attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5, or as otherwise provided by law; and

6 47. For such other and further relief as the Court may deem equitable and
7 appropriate.

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

9 48. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
11 expenses and costs incurred by Plaintiff and class members;

12 49. For unpaid business-related expenses and such general and special damages as
13 may be appropriate;

14 50. For pre-judgment interest on any unpaid business-related expenses from the date
15 such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise
16 provided by law;

17 51. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),
20 or as otherwise provided by law; and

21 53. For such other and further relief as the Court may deem equitable and
22 appropriate.

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

24 54. That the Court declare, adjudge and decree that Defendants violated the
25 following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510
26 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to
27 include all forms of remuneration in the regular rate of pay for purposes of paying overtime
28 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by

1 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
2 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
3 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
4 maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon
5 termination); 204 (by failing to timely pay all earned wages during employment); 246 (by failing
6 to properly calculate sick leave pay); 2802 (by failing to reimburse business expenses); and
7 2810.5 (by failing to provide notice of material terms of employment);

8 55. For civil penalties pursuant to the California Labor Code, including sections 210,
9 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
10 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
11 1197.1, 1198, 2802, and 2810.5;

12 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
13 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
14 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
15 1197.1, 1198, 2802, and 2810.5;

16 57. For attorneys' fees and costs pursuant to California Labor Code section
17 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
18 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
19 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

20 58. For pre-judgment and post-judgment interest as provided by law; and

21 59. For such other and further relief as the Court may deem equitable and
22 appropriate.

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

24 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
25 to provide Plaintiff and class members all overtime wages due to them; failing to include all
26 forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or
27 meal and rest period premiums to Plaintiff and class members; failing to provide Plaintiff and
28 class members all minimum wages due to them; failing to provide Plaintiff and class members

1 all meal periods; failing to authorize and permit Plaintiff and class members to take all rest
2 periods; failing to provide Plaintiff and class members accurate and complete wage statements;
3 failing to maintain accurate payroll records for Plaintiff and class members; failing to properly
4 calculate Plaintiff's and class members' sick leave rates of pay; failing to reimburse Plaintiff
5 and class members for business-related expenses; and failing to provide written notice of
6 material terms of employment, constitutes an unlawful business practice in violation of
7 California Business and Professions Code sections 17200, *et seq.*;

8 61. For restitution of unpaid wages to Plaintiff and all class members and
9 prejudgment interest from the day such amounts were due and payable;

10 62. For the appointment of a receiver to receive, manage, and distribute any and all
11 funds disgorged from Defendants and determined to have been wrongfully acquired by
12 Defendants as a result of violations of California Business & Professions Code sections 17200,
13 *et seq.*;

14 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Code of Civil Procedure section 1021.5; and

16 64. For such other and further relief as the Court may deem equitable and
17 appropriate.

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

19 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
20 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
21 unfair business practice in violation of California Business and Professions Code sections
22 17200, *et seq.*;

23 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
24 from Plaintiff and class members and prejudgment interest from the day such amounts were due
25 and payable;

26 67. For the appointment of a receiver to receive, manage, and distribute any and all
27 funds disgorged from Defendants and determined to have been wrongfully acquired by
28 Defendants as a result of violations of California Business & Professions Code sections 17200,

1 *et seq.;*

2 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Code of Civil Procedure section 1021.5;

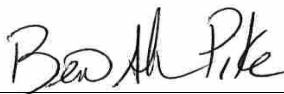
4 69. For pre-judgment and post-judgment interest as provided by law; and

5 70. For such other and further relief as the Court may deem equitable and
6 appropriate.

7
8 Dated: March 28, 2025

Respectfully submitted,

9 Capstone Law APC

10 By: 

11 Bevin Allen Pike

12 Daniel S. Jonathan

13 Trisha K. Monesi

14 Shealene P. Mancuso

15 Attorneys for Plaintiff Lisa Jamison
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EXHIBIT “1”



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January 21, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Lisa Jamison v. Hines Living US LLC, et al.*

Dear PAGA Administrator:

This office represents Lisa Jamison in connection with her claims under the California Labor Code. Ms. Jamison was an employee of HINES LIVING US LLC; HINES WEST LLC; and/or HINES GS PROPERTIES, INC. For the purpose of this letter, Ms. Jamison collectively refers to these entities as "HINES."

The employers may be contacted directly at the addresses below:

HINES LIVING US LLC
45 TEXAS AVENUE, SUITE 3300
HOUSTON, TX 77002

HINES WEST LLC
845 TEXAS AVENUE, SUITE 3300
HOUSTON, TX 77002

HINES GS PROPERTIES, INC.
845 TEXAS AVENUE SUITE 3300
HOUSTON, TX 77002

Ms. Jamison intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Jamison seeks relief on behalf of herself, the State of California, and other persons who are or were employed by HINES as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

HINES employed Ms. Jamison as an hourly paid, non-exempt employee from approximately June 2022 to May 2024. Ms. Jamison worked for HINES as a Resident Liaison, Concierge, and Resident Services Coordinator at HINES's apartment communities in San Francisco and Oakland, California. During her employment, Ms. Jamison typically worked eight (8) hours or more per day and five (5) days per week. At the time her employment ended, Ms. Jamison was compensated approximately

\$25.76 per hour. Her primary job duties included, without limitation coordinating and hosting property tours and resident events, overseeing resident services, and completing lease paperwork.

HINES has committed each of the following Labor Code violations against Ms. Jamison, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

HINES’s Company-Wide and Uniform Payroll and HR Practices

HINES LIVING US LLC and HINES WEST LLC are Delaware limited liability companies, and HINES GS PROPERTIES, INC. is a Delaware corporation. HINES is a global real estate investment firm with a presence in 240 cities in 27 countries, with approximately 1,450 properties in its portfolio, including at least 68 properties in California. Upon information and belief, HINES maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Houston, Texas, for all non-exempt, hourly paid employees working for HINES in California, including Ms. Jamison and other aggrieved employees. At all relevant times, HINES issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Jamison and other aggrieved employees, regardless of their location or position.

Upon information and belief, HINES maintains a centralized Payroll department at its corporate headquarters in Houston, Texas, which processes payroll for all non-exempt, hourly paid employees working for HINES in California, including Ms. Jamison and other aggrieved employees. Further, HINES issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Jamison and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, HINES utilized the same methods and formulas when calculating wages due to Ms. Jamison and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Ms. Jamison’s experience and counsel’s review of those records currently available relating to Ms. Jamison’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Jamison reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

HINES willfully failed to pay all overtime wages owed to Ms. Jamison and other aggrieved employees. During the relevant time period, Ms. Jamison and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, HINES had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Jamison and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, HINES's management pressured Ms. Jamison and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. Moreover, this policy of limiting overtime, coupled with HINES's practices of understaffing and/or single-staffing, and assignment of heavy workloads (*see infra*), led Ms. Jamison and other aggrieved employees to work off-the-clock before and after their scheduled shifts in order to complete their assigned tasks. Because HINES discouraged overtime accrual, Ms. Jamison and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, Ms. Jamison was often required to begin working around 15 minutes before her scheduled shift-start time, such as attending to residents and vendors waiting by the leasing office, checking security cameras and turning on the leasing office lobby music, and conducting walkthroughs of the property, before clocking in for the day, in order to meet HINES's expectations that she complete her daily tasks within her scheduled hours. Additionally, Ms. Jamison was also sometimes required to continue working after she had clocked out at her scheduled shift-end time, such as attending to residents who arrived at the leasing office around Ms. Jamison's scheduled shift-end time, responding to text message communications from her supervisor and coworkers, and completing administrative paperwork and sending emails.

Further, HINES expected Ms. Jamison and other aggrieved employees to remain available after their scheduled shifts in order to respond to calls from residents and address the residents' service requests in person. For example, after Ms. Jamison had already clocked out at the end of her shift, she was sometimes required to assist residents locked out of their units and open the mailroom for residents, which could take up to one (1) hour to address each incident. Additionally, HINES maintained a 24-hour resident hotline for after-hours requests. Calls to the hotline were routed to a third-party security service, who would relay the requests to Ms. Jamison or her supervisor. These requests sometimes required Ms. Jamison to handle the issue directly. For instance, while Ms. Jamison was off-the-clock and away from HINES's premises, HINES's security service notified Ms. Jamison's supervisor of a resident's issue and Ms. Jamison's supervisor required her to immediately return to the premises to address the situation. Thus, HINES failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Jamison and other aggrieved employees received no compensation for this time.

In addition, HINES had, and continue to have, a company-wide policy and/or practice of requiring Ms. Jamison and other aggrieved employees to complete mandatory training modules, but did not permit them to complete them during their shifts. For example, Ms. Jamison was required to complete a 1-hour training module each month, while on her days off or when she was at home. Thus, HINES failed to track all the time Ms. Jamison and other aggrieved employees spent

completing the mandatory training modules, and Ms. Jamison and other aggrieved employees received no compensation for this time.

Second, HINES had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, which included pressuring employees to meet new lease sign-up and lease renewal goals, responding to online reviews in the same day they are received, and overseeing third-party property tour scheduling applications and websites, among other tasks. HINES's policies and/or practices resulted in a failure to provide Ms. Jamison and other aggrieved employees with adequate meal period coverage. Moreover, HINES also failed to schedule meal periods, which further caused Ms. Jamison and other aggrieved employees to not be relieved of their duties for compliant meal periods. Also, HINES has systematically, and on a company-wide basis, understaffed its jobsites by adopting a single-staffing model for some positions, such as Resident Liaisons, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods.

As a result, Ms. Jamison and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Ms. Jamison worked through her meal periods at least twice per week due to the heavy workload, understaffing, and lack of coverage available. Additionally, Ms. Jamison's meal periods were interrupted because she would be required to attend to residents and potential new residents who arrived at HINES's leasing office while she was taking her meal period, often requiring Ms. Jamison to stop her meal period to conduct property tours, in order to meet HINES's customer service expectations and new lease and lease renewal goals. Thus, Ms. Jamison and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. HINES did not compensate Ms. Jamison and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, HINES required Ms. Jamison and other aggrieved employees to use their company-issued walkie-talkies to communicate with supervisors and coworkers at all times, including during unpaid meal periods. HINES expected that Ms. Jamison and other aggrieved employees promptly respond to calls at all times to discuss work-related matters. For example, HINES's management contacted Ms. Jamison on her company-issued walkie-talkie to discuss the status of property tours or resident requests during her meal periods, but did not compensate her for this time. HINES knew or should have known that Ms. Jamison and other aggrieved employees were being made to respond to management while off-the-clock in order to meet HINES's expectations, but failed to compensate them for this time worked.

Fourth, on information and belief, because HINES frowned upon employees accruing meal period premiums, HINES's management pressured Ms. Jamison and other aggrieved employees to clock out for meal periods, and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal period premiums that HINES would otherwise owe. For example, Ms. Jamison would clock out for her meal period but would work through her unpaid meal period, out of fear of being disciplined by HINES and/or Ms. Jamison's supervisor would edit Ms. Jamison's meal period times on Ms. Jamison's timesheets. Thus, HINES did not record all hours worked during meal periods, and Ms. Jamison and other aggrieved employees performed work during meal periods for which they were not paid.

HINES knew or should have known that as a result of these company-wide practices and/or policies, Ms. Jamison and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Jamison and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Jamison and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, HINES did not pay Ms. Jamison and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, HINES paid Ms. Jamison and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, HINES failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Jamison and other aggrieved employees worked overtime and received these other forms of pay, HINES failed to pay all overtime wages by paying a lower overtime rate than required.

For example, HINES paid Ms. Jamison and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Ms. Jamison's and other aggrieved employees' wage statements as "Multifamily Renewal Bonus" and "Annual Bonus." During pay periods that Ms. Jamison and other aggrieved employees were paid overtime wages, HINES did not incorporate the incentive pay and/or nondiscretionary bonuses into Ms. Jamison's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, HINES paid Ms. Jamison and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. HINES's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Jamison and other aggrieved employees on a company-wide basis.

HINES's failure to pay Ms. Jamison and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours Worked").

First, as set forth above, as a result of HINES's policies and/or practices of limiting the amount of overtime employees could accrue, pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, understaffing and/or single-staffing its jobsites,

and assigning heavy workloads, HINES required Ms. Jamison and other aggrieved employees to perform work off-the-clock before and after their scheduled start- and end-times to complete work-related tasks, such as: attending to residents and vendors waiting by the leasing office, checking security cameras and turning on the leasing office lobby music, conducting walkthroughs of the property, attending to residents arriving to the leasing office near the close of business hours, responding to text messages from supervisors and coworkers, completing administrative paperwork and sending emails, responding and attending to after-hours calls from residents, and completing mandatory online training modules. HINES failed to track this time that Ms. Jamison and other aggrieved employees spent working off-the-clock, and Ms. Jamison and other aggrieved employees received no compensation for this time.

Second, as also stated above, due to HINES's policies and/or practices of understaffing and/or single-staffing its jobsites while assigning heavy workloads, requiring employees to carry a company-issued walkie-talkie to respond to calls from supervisors and coworkers at all times, and failing to schedule meal periods, Ms. Jamison and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on information and belief, in order to limit meal period premiums that HINES would otherwise owe, HINES pressured Ms. Jamison and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, HINES systematically failed to pay Ms. Jamison and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

HINES did not pay at least minimum wages for all hours worked by Ms. Jamison and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, HINES did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, HINES regularly failed to pay at least minimum wages to Ms. Jamison and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53

Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, HINES had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing certain positions while assigning heavy workloads, including pressuring employees to meet new lease sign-ups and renewal goals, responding to online reviews in the same day they are received, and overseeing third-party property tour scheduling applications and websites, among other tasks, which prevented Ms. Jamison and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, as also stated, HINES had company-wide practices and/or policies of failing to schedule meal periods, which further caused Ms. Jamison and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Jamison and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Ms. Jamison worked through her meal periods due to the heavy workload, understaffing, and lack of coverage available. As another example, as stated, Ms. Jamison's meal periods were interrupted because she would be required to attend to residents and potential new residents that arrived at HINES's leasing office while she was taking her meal period, often requiring Ms. Jamison to stop her meal period to conduct property tours, in order to meet HINES's customer service expectations and new lease and lease renewal goals. As a further example, Ms. Jamison often took her meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack of coverage available and also because the third-party property tour scheduling applications and websites Ms. Jamison was responsible for overseeing, would often schedule property tours consecutively, without accounting for meal periods.

Second, as stated, HINES had a policy and/or practice of requiring that Ms. Jamison and other aggrieved employees carry their company-issued walkie-talkies at all times and promptly respond to calls from supervisors and coworkers, even during meal periods. For example, Ms. Jamison's meal periods were interrupted by her supervisors contacting her on her company-issued walkie-talkie to discuss the status of property tours or resident requests.

Third, as stated, on information and belief, because HINES frowned upon employees accruing meal period premiums, HINES's management pressured Ms. Jamison and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by HINES. For example, as stated, Ms. Jamison was required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods and/or Ms. Jamison's supervisor would edit Ms. Jamison's meal period times on Ms. Jamison's timesheets, to reflect compliant meal periods.

Fourth, HINES did not provide Ms. Jamison and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, on some days where Ms. Jamison worked in excess of 10 hours in one day, she was not provided with a second

meal period. Ms. Jamison and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, HINES knew or should have known that, as a result of these policies, Ms. Jamison and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. HINES further knew or should have known that HINES did not pay Ms. Jamison and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, HINES engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Jamison and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that HINES did pay Ms. Jamison and other aggrieved employees premium pay for missed, late, and interrupted meal periods, HINES did not pay Ms. Jamison and other aggrieved employees at the correct rate of pay for premiums because HINES systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, HINES failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, HINES regularly failed to authorize and permit Ms. Jamison and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, HINES's company-wide policies and practices of understaffing and/or single-staffing and assigning heavy workloads, prevented Ms. Jamison and other aggrieved employees from being able to take rest periods. HINES also failed to schedule rest

periods, which, coupled with HINES's requirement that employees respond to communications from management on their company-issued walkie-talkies at all times, further led to Ms. Jamison and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, HINES maintained a company-wide on-premises rest period policy, which effectively required that Ms. Jamison and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Jamison and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, HINES effectively maintained control over Ms. Jamison and other aggrieved employees during rest periods.

As a result of HINES's practices and policies, Ms. Jamison and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Jamison had to regularly forgo her first and/or second rest periods due to the heavy workload and HINES's failure to schedule rest periods for employees.

HINES have also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Jamison and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that HINES did pay Ms. Jamison and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, HINES did not pay Ms. Jamison and other aggrieved employees at the correct rate of pay for premium wages because HINES failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of compensation, in the regular rate of pay.

Accordingly, HINES failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. HINES has not provided Ms. Jamison and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, HINES has knowingly and intentionally provided Ms. Jamison and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, HINES issued uniform wage statements to Ms. Jamison and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, HINES violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because HINES did not record the time Ms. Jamison and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), HINES did not list the correct amount of gross wages and net wages earned by Ms. Jamison and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, HINES failed to accurately list the total number of hours worked by Ms. Jamison and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because HINES did not calculate Ms. Jamison's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, HINES did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, HINES failed to list the correct amount of net wages in violation of section 226(a)(5). HINES also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), HINES willfully failed to maintain accurate payroll records for Ms. Jamison and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for

longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, HINES engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Jamison and other aggrieved employees, in violation of section 1198. Furthermore, in light of HINES’s failure to provide Ms. Jamison and other aggrieved employees with second 30-minute meal periods to which they were entitled, HINES kept no records of meal start and end times for second meal periods.

Because HINES failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Jamison and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Jamison and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, HINES failed to pay Ms. Jamison and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code sections 204.

Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours 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.

During the relevant time period, HINES willfully failed to pay Ms. Jamison and other aggrieved employees who are no longer employed by HINES all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving HINES's employ.

Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, on information and belief, HINES did not pay Ms. Jamison and other aggrieved employees the correct sick leave rates of pay. HINES failed to correctly use either method of calculation under Labor Code section 246(l) to determine Ms. Jamison's and other aggrieved employees' sick leave rates of pay. As stated, in addition to an hourly wage, HINES paid Ms. Jamison and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, HINES failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Ms. Jamison and other aggrieved employees took sick leave and received these other forms of pay, HINES failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, HINES paid Ms. Jamison and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

HINES's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Jamison and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, HINES, on a company-wide basis, required Ms. Jamison and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Jamison was required to use her personal cellular phone to communicate with her managers and coworkers regarding the status of resident requests. Although HINES required Ms. Jamison and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, HINES failed to reimburse them for their costs incurred.

HINES could have provided Ms. Jamison and other aggrieved employees with company mobile devices, or, HINES could have reimbursed employees for the cost of their mobile device usage. Instead, HINES passed these operating costs onto Ms. Jamison and other aggrieved employees.

Thus, HINES had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the

use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

HINES failed to provide Ms. Jamison and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). HINES's failure to provide Ms. Jamison and other aggrieved employees with written notice of basic information regarding their employment with HINES is in violation of Labor Code section 2810.5.

Ms. Jamison and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HINES into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." HINES, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Jamison's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Jamison seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Jamison, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against HINES for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Jamison seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

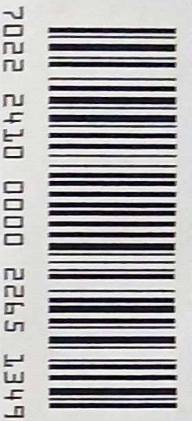
Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,


Anthony Castillo

Copy: HINES LIVING US LLC (via U.S. Certified Mail); HINES WEST LLC (via U.S. Certified Mail); HINES GS PROPERTIES, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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HINES LIVING US LLC
45 TEXAS AVENUE, SUITE 3300
HOUSTON, TX 77002

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45 TEXAS AVENUE, SUITE 3300
HOUSTON, TX 77002



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HOUSTON, TX 77002

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Certified Mail Fee \$ _____	Extra Services & Fees (check box, add fee as appropriate) ☒ Premium Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ _____ \$ _____
Post: ☐ A ☐ A ☐ A	JAMISON V. HINES Postmark
Total \$ _____	
Sent \$ _____	
845 TEXAS AVENUE, SUITE 3300 HOUSTON, TX 77002	
State _____ City _____	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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HINES GS PROPERTIES, INC.
845 TEXAS AVENUE SUITE 3300
HOUSTON, TX 77002

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845 TEXAS AVENUE SUITE 3300
HOUSTON, TX 77002



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HINES GS PROPERTIES, INC.
845 TEXAS AVENUE SUITE 3300
HOUSTON, TX 77002

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HOUSTON, TX 77002



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X *Sam Enriquez*

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11/27/26

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **March 28, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Nathan V. Okelberry (SBN 266596)
nokelberry@fisherphillips.com
Harrison Thorne (SBN 313295)
hthorne@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
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Tel.: (213) 330-4500
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FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367
Tel.: (818) 230-4250
Fax: (818) 230-4251

Yessica Juarez – yjuarez@fisherphillips.com

[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

[✓] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **March 28, 2025**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature