

LAWYERS FOR JUSTICE^{PC}

March 3, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.

Dear Representative:

We have been retained to represent David Wilber against Colliers International Real Estate Management Services (CA), Inc., CI REMS CA, Inc., Colliers Macaulay Nicolls Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Colliers”) for violations of California wage-and-hour laws. Mr. Wilber seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Wilber seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Additionally, our firm also represents Alexander Sabatoni, a named plaintiff in the Sacramento County Superior Court Case *Sabatoni v. Colliers International Real Estate Management Services (CA), Inc., et al.*, Case No. 34-2021-00305011-CU-OE-GDS (“Lawsuit”), which alleges that Colliers violated multiple provisions of the California Labor Code. Attached hereto as “**Attachment A**” is the Class Action Complaint for Damages (“Complaint”) filed in the Lawsuit. Mr. Wilber intends to join the Lawsuit as a named plaintiff.

Colliers employed Mr. Wilber as an hourly-paid, non-exempt employee from approximately September 2023 to approximately December 2024, in the State of California. Mr. Wilber is an “aggrieved employee” as defined by California Labor Code section 2699 because he was employed by Colliers and suffered one or more of the alleged violations, as demonstrated below.

The “aggrieved employees” that Mr. Wilber may seek penalties on behalf of all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Colliers has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2,

1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Colliers required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, patrolling the premises, responding to emergency calls, and drafting incident and damage reports.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Wilber and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Wilber and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Colliers required Mr. Wilber and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and/or missed meal and rest periods.

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 if an employee quits 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' 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, Colliers failed to pay Mr. Wilber and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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. During the relevant time period, Colliers failed to pay Mr. Wilber and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Colliers did not provide Mr. Wilber and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Colliers were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Wilber and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, the failure to list the correct overtime rates since they do encompass all non-discretionary forms, the failure to list all meal and rest premiums owed, and the failure to list all applicable hourly rates in effect each pay period.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Wilber and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Wilber and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Wilber and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Wilber and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Colliers failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Wilber and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Colliers did not provide Mr. Wilber and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half

the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Colliers failed to pay Mr. Wilber and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Wilber and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Colliers failed to pay Mr. Wilber and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Wilber and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Wilber and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Colliers. These costs include, but are not limited to, costs of complying with Collier's dress code and costs of use of personal cell phones for business-related purposes.

Therefore, on behalf of all aggrieved employees, Mr. Wilber seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arianna Razi, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Colliers International Real Estate Management Services (CA), Inc.
c/o Jessica C. Shafer and Janelle Sahouria
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San Francisco, CA 94111

ATTACHMENT A

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Attorneys for Plaintiff

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
01/10/2025
By: L. Stewart Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALEXANDER SABATONI, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

COLLIERS INTERNATIONAL REAL
ESTATE MANAGEMENT SERVICES (CA),
INC., a Delaware corporation; CI REMS CA,
INC., an unknown business entity;
COLLIERS MACAULAY NICOLLS INC.,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2021-00305011-CU-OE-GDS

Honorable Lauri A. Damrell
Department 22

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT 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 §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code

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- § 1174(d) (Failure To Keep Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ALEXANDER SABATONI (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000.00).

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

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Sacramento. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Sacramento.

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PARTIES

5. Plaintiff ALEXANDER SABATONI is an individual residing in the State of California, County of Sacramento.

6. Defendant COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

7. Defendant CI REMS CA, INC., at all times herein mentioned, was and is, upon information and belief an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

8. Defendant COLLIERS MACAULAY NICOLLS INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

9. At all relevant times, Defendants COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., and COLLIERS MACAULAY NICOLLS INC. were the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant

1 designated as a DOE herein.

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

10 12. Defendant COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT
11 SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and
12 DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13 13. Plaintiff further alleges that Defendants directly or indirectly controlled or
14 affected the working conditions, wages, working hours, and conditions of employment of
15 Plaintiff and the other class members so as to make each of said Defendants employers liable
16 under the statutory provisions set forth herein.

17 **CLASS ACTION ALLEGATIONS**

18 14. Plaintiff bring this action on his own behalf and on behalf of all other members
19 of the general public similarly situated, and, thus, seeks class certification under California Code
20 of Civil Procedure section 382.

21 15. The proposed class is defined as follows:

22 All current and former hourly-paid or non-exempt employees who worked for any
23 of the Defendants within the State of California at any time during the period from
24 July 27, 2017 to final judgment and who reside in California.

25 (Subclass A.) All class members who were required by Defendants to stay on
26 Defendants’ premises for rest breaks.

27 16. Plaintiff reserves the right to establish additional subclasses as appropriate.
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17. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,

class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

19. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

20. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

21. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

22. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section

2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

23. 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 shall give written notice by certified mail (hereinafter “Employee's Notice”) to the LWDA and 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 violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On October 23, 2024, Plaintiff provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

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GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Sacramento.

26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately March 2013 to approximately August 2019, in the State of California, County of Sacramento.

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

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

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

30. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

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

32. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week, and/or over six (6) days in a workweek during their employment with Defendants.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked and missed meal periods and rest breaks in violation of

California law.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked. The deficiencies include, inter alia, requiring Plaintiff and the other class members to perform work overtime off-the-clock, the failure to include earned commissions, non-discretionary forms of pay such as awards and bonuses, and/or monetary and non-monetary incentives, to calculate the regular rate of pay used to calculate the overtime rate.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties. Defendants' failure included, inter alia, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members. Plaintiff and the other class members were required to perform work during meal periods and rest periods, and Defendants incentivized Plaintiff and the other class members to forego statutorily required meal periods and rest periods.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and or to take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

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1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
4 member's regular rate of pay when a meal period was missed, and they did not receive all meal
5 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
6 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

7 38. Plaintiff is informed and believes, and based thereon alleges that Defendants
8 failed to provide, authorize, and permit Plaintiff and the other class members to take a full,
9 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours
10 and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10)
11 hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks
12 in the middle of each work period. Defendants also required Plaintiff and other putative class
13 members to remain on the premises during rest periods.

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

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

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

3 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 all wages owed to them during their employment. Plaintiff and the other class members did not
6 receive payment of all wages, including overtime and minimum wages and meal and rest period
7 premiums, within any time permissible under California Labor Code section 204.

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

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

18 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to
20 reimbursement for necessary business-related expenses.

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

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1 47. During the relevant time period, Defendants failed to pay overtime wages to
2 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class
3 members did not receive overtime compensation at one-and one-half time the regular rate for all
4 hours spent performing job duties in excess of eight (8) hours per day and/or forty (40) hours
5 per week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek
6 without overtime without compensation for all overtime hours worked.

7 48. During the relevant time period, Defendants failed to provide all requisite
8 uninterrupted meal and rest periods to Plaintiff and the other class members.

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

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

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

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

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

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

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

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

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

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,
and DOES 1 through 100)**

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

58. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

59. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a week, or the first eight (8) hours worked on the seventh day of work in a workweek.

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

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

62. During the relevant time period, Plaintiff and the other class members worked in

1 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, and/or for the
2 first eight (8) hours worked on the seventh day.

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

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

8 65. Pursuant to California Labor Code section 1194, Plaintiff and the other class
9 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
10 attorneys' fees.

11 **SECOND CAUSE OF ACTION**

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

13 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**
14 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**
15 **and DOES 1 through 100)**

16 66. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 65, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 67. At all relevant times, the IWC Order and California Labor Code sections 226.7
20 and 512(a) were applicable to Plaintiff's and the other class members' employment by
21 Defendants.

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

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

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

10 71. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
12 legally-mandated meal periods by mutual consent, were required to work for periods longer than
13 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
14 rest period.

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

19 73. During the relevant time period, Plaintiff's and other class members' meal periods
20 were missed, shortened, late, and/or were interrupted because Defendants required them to
21 perform and complete work duties, even when it resulted in missed, shortened, late, or
22 interrupted meal periods. Defendants interrupted Plaintiff and the other class members during
23 purported meal periods with questions and instructions regarding work tasks from supervisors
24 and other employees before a fully thirty (30) minutes elapsed to complete or begin tasks.

25 74. As a result, Defendants failed to relieve Plaintiff and the other class members of
26 all duties, failed to relinquish control over Plaintiff's and the other class members' activities,
27 failed to permit Plaintiff and the other class members a reasonable opportunity to take, and
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1 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later
2 than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take
3 second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for
4 shifts lasting more than ten (10) hours.

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

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

12 77. Defendants' conduct violates applicable IWC Wage Order and California Labor
13 Code sections 226.7 and 512(a).

14 78. Pursuant to applicable IWC Wage Order and California Labor Code section
15 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
16 additional hour of pay at the employee's regular rate of compensation for each work day that the
17 meal or rest period is not provided.

18 **THIRD CAUSE OF ACTION**

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

20 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**
21 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**
22 **and DOES 1 through 100)**

23 79. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 78, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

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

81. At all relevant times, 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.

82. At all relevant times, 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.

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

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

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

86. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

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

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1 **FOURTH CAUSE OF ACTION**

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

3 **(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES**
4 **(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,**
5 **and DOES 1 through 100)**

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

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

12 90. During the relevant time period, Defendants failed to pay minimum wage to
13 Plaintiff and the other class members as required, pursuant to California Labor Code sections
14 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*,
15 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class
16 members worked off-the-clock performing work duties.

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

22 92. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
23 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
24 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
25 minimum wages.

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

FIFTH CAUSE OF ACTION

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

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,
and DOES 1 through 100)**

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all relevant times herein set forth, 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 if an employee quits 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' 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.

96. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, for meal and rest period premium payments.

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

98. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is

commenced; but the wages shall not continue for more than thirty (30) days.

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)

100. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

101. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 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.

102. At all times herein set forth, California Labor Code section 204 provides 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.

103. At all times herein set forth, California Labor Code section 204 provides 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.

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

105. Plaintiff and the other class members are entitled to recover all remedies available

for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,
and DOES 1 through 100)**

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

107. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

108. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

109. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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

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

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

EIGHTH CAUSE OF ACTION

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

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,
and DOES 1 through 100)**

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

114. Pursuant to California Labor Code section 1174(d), an employer shall keep, 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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

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

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

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

NINTH CAUSE OF ACTION

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

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,
and DOES 1 through 100)**

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

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

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

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

122. Plaintiff and the other class members are entitled to recover from Defendants their

business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES (CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC., and DOES 1 through 100)

123. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 122, and each and every part thereof with the same force and effect as though fully set forth herein.

124. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

125. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

126. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of

1 failing to timely pay wages to Plaintiff and the other class members violate California Labor
2 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
3 226(a), 1174(d), 2800 and 2802.

4 127. As a result of the herein described violations of California law, Defendants
5 unlawfully gained an unfair advantage over other businesses.

6 128. Plaintiff and the other class members have been personally injured by Defendants'
7 unlawful business acts and practices as alleged herein, including but not necessarily limited to
8 the loss of money and/or property.

9 129. Pursuant to California Business & Professions Code sections 17200, et seq.,
10 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
11 by Defendants during a period that commences on July 27, 2017; an award of attorneys' fees
12 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an
13 award of costs.

14 130. As a result of the herein described violation of California law, Defendants
15 unlawfully gained an unfair advantage over other businesses.

16 131. Plaintiff and the other class members have been personally injured by Defendants'
17 unlawful business acts and practices as alleged herein, including but not necessarily limited to
18 the loss of money and/or property.

19 132. Pursuant to California Business & Professions Code sections 17200, et seq.,
20 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
21 by Defendants during a period that commences on July 27, 2017; an award of attorneys' fees
22 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an
23 award of costs.

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ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

**(Against COLLIERS INTERNATIONAL REAL ESTATE MANAGEMENT SERVICES
(CA), INC., CI REMS CA, INC., COLLIERS MACAULAY NICOLLS INC.,
and DOES 1 through 100)**

133. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

134. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

135. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

136. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

137. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees in violation of the Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failing to Provide Meal Periods

138. Defendants’ failure to provide legally required meal periods to Plaintiff and the

1 other aggrieved employees is in violation of the Wage Orders and California Labor Code sections
2 226.7 and 512(a).

3 **Failure to Provide Rest Periods**

4 139. Defendants' failure to provide legally required rest periods to Plaintiff and the
5 other aggrieved employees is in violation of the Wage Orders and California Labor Code section
6 226.7.

7 **Failure to Pay Minimum Wages**

8 140. Defendants' failure to pay legally required minimum wages to Plaintiff and the
9 other aggrieved employees is in violation of the Wage Orders and California Labor Code sections
10 1194, 1197 and 1197.1.

11 **Failure to Timely Pay Wages Upon Termination**

12 141. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
13 employees upon termination in accordance with Labor Code sections 201 and 202 and constitutes
14 a violation of California Labor Code sections 201 and 202.

15 **Failure to Timely Pay Wages During Employment**

16 142. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
17 employees during employment in accordance with Labor Code section 204 and constitutes a
18 violation of California Labor Code section 204.

19 **Failure to Provide Complete and Accurate Wage Statements**

20 143. Defendants' failure to provide compliant wage statements to Plaintiff and the other
21 aggrieved employees in accordance with Labor Code section 226(a) and constitutes a violation
22 of California Labor Code section 226(a).

23 **Failure to Keep Complete or Accurate Payroll Records**

24 144. Defendants' failure to keep complete or accurate payroll records relating to
25 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
26 1174(d) and constitutes a violation of California Labor Code section 1174(d).

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Failure to Reimburse Necessary Business Expenses

145. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 and constitutes a violation of California Labor Code sections 2800 and 2802.

146. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

147. Pursuant to California Labor Code section 2699(i), civil penalties recovered by

aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

148. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

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 applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other 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;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

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

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

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

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

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

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

As to the Third Cause of Action

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

18. That the Court make an award to Plaintiff and the other class members of one (1)

hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

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

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

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

As to the Fourth Cause of Action

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

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

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

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

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

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

As to the Fifth Cause of Action

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

employed by Defendants;

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

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

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

55. For the appointment of a receiver to receive, manage and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violation of California Business and Professions Code sections 17200,
3 et seq.;

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

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

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

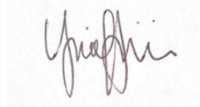
9 **As to the Eleventh Cause of Action**

10 59. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
11 (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201,
12 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1194.2, 1197, 1197.1,
13 1198, 2800, and 2802; and

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

15
16 Dated: January 10, 2025

LAWYERS for JUSTICE, PC

17
18 By: 
19 Yasmin Hosseini
20 Attorney for Plaintiff

LAWYERS FOR
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