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Attorneys for Plaintiffs and on behalf of all others similarly situated,

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

DARCEL CELESTE NAVARRETTE and
ELIZABETH QUIROGA CARRERO,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

INTERSTATE MANAGEMENT
COMPANY, LLC dba LA QUINTA INN &
SUITES BY WYNDHAM MADERA, a
Delaware Limited Liability Company;
AIMBRIDGE HOSPITALITY, LLC, a
Delaware Limited Liability Company; and
DOES 1-50, inclusive,

Defendants.

Case No. MCV087491

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
- 2. FAILURE TO PROVIDE REQUIRED REST PERIODS**
- 3. FAILURE TO PAY OVERTIME WAGES**
- 4. FAILURE TO PAY MINIMUM WAGE**
- 5. FAILURE TO TIMELY PAY WAGES**
- 6. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES**
- 7. FAILURE TO MAINTAIN REQUIRED RECORDS**
- 8. FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS**
- 9. FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES INCURRED IN DISCHARGE OF DUTIES**
- 10. UNFAIR AND UNLAWFUL BUSINESS PRACTICES**
- 11. PRIVATE ATTORNEYS GENERAL ACT OF 2004**

DEMAND FOR JURY TRIAL

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Attorneys for Plaintiffs and on behalf of all others similarly situated,

1 Plaintiff DARCEL CELESTE NAVARRETTE and ELIZABETH QUIROGA
2 CARRERO ("PLAINTIFFS"), demanding a jury trial, individually and on behalf of all others
3 similarly situated, hereby amend the complaint and allege as follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter
6 because PLAINTIFFS were and are a resident of the State of California, INTERSTATE
7 MANAGEMENT COMPANY, LLC dba LA QUINTA INN & SUITES BY WYNDHAM
8 MADERA, a Delaware Limited Liability Company; AIMBRIDGE HOSPITALITY, LLC, a
9 Delaware Limited Liability Company; and DOES 1-50, inclusive, (collectively,
10 "DEFENDANTS") are qualified to do business in California and regularly conduct business in
11 California. Further, no federal question is at issue because the claims are based solely on
12 California law.

13 2. Venue is proper in this judicial district and the County of Los Angeles, California
14 because PLAINTIFFS, and other persons similarly situated, performed work for DEFENDANTS
15 in the County of Madera, DEFENDANTS maintain offices and facilities and transact business in
16 the County of Madera, and DEFENDANTS' illegal payroll policies and practices, which are the
17 subject of this action, were applied, at least in part, to PLAINTIFFS, and other persons similarly
18 situated, in the County of Madera. Further, the amount in controversy exceeds the sum of
19 \$35,000.00, exclusive of interest and costs.

20 **PLAINTIFFS**

21 3. PLAINTIFFS are residents of the State of California who were employed by
22 DEFENDANTS as non-exempt employees at times relevant to this Complaint.

23 4. PLAINTIFFS, on behalf of themselves and all other similarly situated current and
24 former non-exempt employees of DEFENDANTS who were employed by DEFENDANTS at
25 any time during the four (4) years preceding the filing of this complaint, and continuing while
26 this action is pending, bring this class action to recover, among other things, wages and penalties
27 from unpaid wages earned and due, including but not limited to unpaid minimum wages and
28 unpaid wages, unpaid and illegally calculated overtime compensation, illegal meal and rest

period policies, failure to timely pay wages, failure to pay all wages due to discharged or quitting employees, failure to maintain required records, failure to provide accurate itemized wage statements, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, and interest, attorneys' fees, costs, and expenses.

5. PLAINTIFFS bring this action on behalf of themselves and the following similarly situated class of individuals ("CLASS MEMBERS"): All current and former non-exempt employees of DEFENDANTS who worked at any locations in the State of California at any time within the period beginning four (4) years prior to the filing of the this action, and ending at the time this action settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFFS reserves the right to name additional class representatives.

6. PLAINTIFFS and the CLASS MEMBERS they seek to represent are covered by, and DEFENDANTS are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 et seq.

DEFENDANTS

7. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS is, and at all times relevant hereto were, a companies authorized to do business in the State of California and doing business in the State of California. Specifically, upon information and belief, DEFENDANTS conduct business in the County of Madera, State of California.

8. The true names and capacities of DOES 1 through 100, inclusive, are unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sues such DOE Defendants under fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that each Defendant designated as a DOE is in some manner responsible for the occurrences alleged herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave of the court to amend this complaint to allege the true names and capacities of such DOE Defendants when ascertained.

9. At all relevant times herein, DEFENDANTS were the joint employers of

1 PLAINTIFFS and the CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon
2 allege, that at all times material to this complaint DEFENDANTS, as categorized above, were
3 the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents,
4 principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or
5 guarantors, actual or ostensible, of each other. Each DEFENDANT, as categorized above, was
6 completely dominated by his, her or its co-DEFENDANT, and each was the alter ego of the
7 other.

8 10. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
9 employed by DEFENDANTS under employment agreements that were partly written, partly
10 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
11 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
12 paying PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and
13 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
14 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
15 itemized statements for each pay period; failing to properly compensate PLAINTIFFS and
16 CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering
17 PLAINTIFFS and CLASS MEMBERS to work off the clock, in violation of the California Labor
18 Code and the applicable IWC Wage Order.

19 11. PLAINTIFFS are informed and believe, and thereon allege, that each and every
20 one of the acts and omissions alleged herein was performed by, and/or attributable to, all
21 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
22 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
23 and scope of said agency, employment and/or direction and control.

24 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
25 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
26 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
27 of this Court.

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CLASS ACTION ALLEGATIONS

13. This action is appropriately suited for a class action because:

- A. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.
- B. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS’ systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code which prohibits unfair and unlawful business practices arising from such violations.
- C. The claims of PLAINTIFFS are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the California Labor Code, the applicable IWC wage order, and the California Business and Professions Code.
- D. PLAINTIFFS are able to fairly and adequately protect the interests of all CLASS MEMBERS because it is in their best interest to prosecute the claims alleged herein to obtain full compensation due to the CLASS MEMBERS for all services rendered and hours worked.
- E. The amount in controversy for each individual CLASS MEMBER exceeds the sum of \$75,000.00, exclusive of interest and costs. The amount in controversy for all CLASS MEMBERS exceeds the aggregate sum of \$5,000,000.00, exclusive of interest and costs.

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FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; Applicable IWC Wage Order(s), § 11]

(Against all DEFENDANTS)

14. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and Applicable IWC Wage Order(s), § 11.

16. DEFENDANTS further violated California Labor Code §§ 226.7 and Applicable IWC Wage Order(s), § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and Applicable IWC Wage Order(s) by failing to compensate PLAINTIFFS and CLASS MEMBERS for all hours worked during their meal periods.

18. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

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SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; Applicable IWC Wage Order(s), § 12]

(Against all DEFENDANTS)

19. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and Applicable IWC Wage Order(s), § 12.

21. DEFENDANTS further violated California Labor Code § 226.7 and Applicable IWC Wage Order(s), § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

22. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; Applicable IWC Wage Order(s) § 3]

(Against all DEFENDANTS)

23. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

24. Pursuant to California Labor Code §§ 510, 1194, and Applicable IWC Wage Order(s), § 3, DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate

of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and Applicable IWC Wage Order(s). During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and Applicable IWC Wage Order(s), § 3; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS MEMBERS worked; illegally rounding the work hours of PLAINTIFFS and CLASS MEMBERS; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS for each pay period; and other methods to be discovered.

26. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194, 1198 and Applicable IWC Wage Order(s), § 3. Therefore, pursuant to California

1 Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the
2 California Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are
3 entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,
4 penalties, attorneys' fees, expenses, and costs of suit.

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6 **FOURTH CAUSE OF ACTION**

7 **Failure to Pay Minimum Wages**

8 **[Cal Labor Code §§ 1194, 1197; Applicable IWC Wage Order(s), § 4]**

9 **(Against all DEFENDANTS)**

10 28. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
11 the allegations in all preceding paragraphs.

12 29. Pursuant to California Labor Code §§ 1194, 1197, and Applicable IWC Wage
13 Order(s), § 4, payment to an employee of less than the applicable minimum wage for all hours
14 worked in a payroll period is unlawful.

15 30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
16 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
17 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
18 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
19 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS
20 MEMBERS worked; illegally rounding the work hours of PLAINTIFFS and CLASS
21 MEMBERS; failing to properly maintain PLAINTIFFS and CLASS MEMBERS' records;
22 failing to provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS
23 for each pay period; and other methods to be discovered.

24 31. DEFENDANTS' conduct described herein violates California Labor Code §§
25 1194, 1197, and Applicable IWC Wage Order(s), § 4. As a proximate result of the
26 aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an
27 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
28 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage

1 Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of
2 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and
3 costs of suit.

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5 **FIFTH CAUSE OF ACTION**

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

7 **[Cal. Labor Code § 204]**

8 **(Against All DEFENDANTS)**

9 32. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
10 the allegations in all preceding paragraphs.

11 33. Pursuant to California Labor Code § 204, for all labor performed between the 1st
12 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
13 employees between the 16th and 26th day of the month during which the labor was performed.
14 California Labor Code § 204 also provides that for all labor performed between the 16th and
15 26th days of any calendar month, DEFENDANTS are required to pay their nonexempt
16 employees between the 1st and 10th day of the following calendar month. In addition, California
17 Labor Code § 204 provides that all wages earned for labor in excess of the normal work period
18 shall be paid no later than the payday of the next regular payroll period.

19 34. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
20 pay PLAINTIFFS and CLASS MEMBERS all the wages they earned when due as required by
21 California Labor Code § 204.

22 35. Pursuant to California Labor Code § 210, failure to pay the wages of each
23 employee as provided in California Labor Code § 204 will subject DEFENDANTS to a civil
24 penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial
25 violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus twenty-
26 five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

27 36. DEFENDANTS' conduct described herein violates California Labor Code § 204.
28 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS

1 have been damaged in an amount according to proof at trial. Therefore, pursuant to California
2 Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under
3 the Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to
4 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
5 attorneys' fees, expenses, and costs of suit.

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7 **SIXTH CAUSE OF ACTION**

8 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

9 **[Cal. Labor Code §§ 201, 202, 203]**

10 **(Against all DEFENDANTS)**

11 37. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
12 the allegations in all preceding paragraphs.

13 38. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
14 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
15 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
16 and unpaid at the time of discharge are due and payable immediately.

17 39. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
18 required to pay all accrued wages due to an employee no later than 72 hours after the employee
19 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
20 intention to quit, in which case the employee is entitled to his or her wages at the time of
21 quitting.

22 40. California Labor Code § 203 provides that if an employer willfully fails to pay, in
23 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
24 discharged or who quits, the employer is liable for waiting time penalties in the form of
25 continued compensation to the employee at the same rate for up to 30 workdays.

26 41. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay
27 accrued wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance
28 with California Labor Code §§ 201, 202, and 203.

42. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

43. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SEVENTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226, 1174; Applicable IWC Wage Order(s), § 7]

(Against all DEFENDANTS)

44. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

45. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and Applicable IWC Wage Order(s), § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

46. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to

those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; Applicable IWC Wage Order(s), § 7]

(Against all DEFENDANTS)

47. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

48. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing PLAINTIFFS and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and Applicable IWC Wage Order(s), § 7.

49. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

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NINTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures

Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against all DEFENDANTS)

51. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

52. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

53. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for uniforms, travel expenses, cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

54. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

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TENTH CAUSE OF ACTION
Unfair and Unlawful Business Practices
[Cal. Bus. & Prof. Code §§ 17200 et. seq.]
(Against all DEFENDANTS)

55. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

56. Each and every one of DEFENDANTS’ acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS’ failure and refusal to provide required meal periods, DEFENDANTS’ failure and refusal to provide required rest periods, DEFENDANTS’ failure and refusal to pay overtime compensation, DEFENDANTS’ failure and refusal to pay minimum wages, DEFENDANTS’ failure and refusal to furnish accurate itemized wage statements; DEFENDANTS’ failure and refusal to maintain required records, DEFENDANTS’ failure and refusal to indemnify PLAINTIFFS and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

57. DEFENDANTS’ violations of California wage and hour laws constitute a business practice because DEFENDANTS’ aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and CLASS MEMBERS.

58. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

59. As a result of DEFENDANTS’ unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS

1 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and
2 CLASS MEMBERS.

3 60. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
5 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
6 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
7 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
8 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

10
11 **ELEVENTH CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

13 **[Cal. Lab. Code § 2699, et. seq.]**

14 **(Against all DEFENDANTS)**

15 61. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
16 the allegations in all preceding paragraphs.

17 62. PLAINTIFFS and similarly situated employees are "aggrieved employees" under
18 PAGA, as they were employed by DEFENDANTS during the applicable statutory period and
19 suffered one or more of the Labor Code violations set forth herein. Accordingly, they seeks to
20 recover on behalf of themselves and all other current and former aggrieved employees of
21 DEFENDANTS, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

22 63. PLAINTIFFS and similarly situated employees seek to recover the PAGA civil
23 penalties through a representative action permitted by PAGA and the California Supreme Court
24 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA
25 claims is not required.

26 64. PLAINTIFFS and similarly situated employees seek civil penalties pursuant to
27 PAGA for violations of the following Labor Code provisions:

28 a. failure to provide prompt payment of wages to Labor Code §§ 200, 201, 202, 203;

- 1 b. failure to provide accurate itemized wage statements to employees in violation of
2 Labor Code §§ 226(a), 1174, and 1174.5;
- 3 c. failure to provide meal and rest periods in violation of Applicable IWC Wage
4 Order(s) and Labor Code §§ 226.7, 512, and 558;
- 5 d. failure to pay overtime wages in violation of Applicable IWC Wage Order(s) and
6 Labor Code §§ 510, 558, 1194 and 1198;
- 7 e. failure to pay minimum wages in violation of Applicable IWC Wage Order(s)and
8 Labor Code §§ 1182.12, 1194, and 1197;
- 9 f. failure to provide itemized wage statements to employees in violation of Labor Code
10 §§ 226(a); and failure to pay all wages twice during each calendar month on days
11 designated in advance by the employer as the regular paydays in violation of Labor
12 Code § 204;
- 13 g. Failure to Maintain Records in violation of Labor Code § 226 (c) and 1198.5.

14 65. With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a
15 civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250)
16 per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
17 employee for each subsequent violation of Labor Code § 226(a).

18 66. With respect to violations of Labor Code §§ 510, 512, Labor Code § 558 imposes
19 a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial
20 violations for each underpaid employee for each pay period for which the employee was
21 underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred
22 dollars (\$100) for subsequent violations for each underpaid employee for each pay period for
23 which the employee was underpaid in addition to an amount sufficient to recover underpaid
24 wages. Moreover, Plaintiffs seeks civil penalties in the amount of unpaid wages owed to
25 aggrieved employees pursuant to Labor Code § 558(a)(3).

26 67. With respect to violations of Labor Code § 1174, Labor Code § 1174.5 imposes a
27 civil penalty of \$500.

28 68. Labor Code § 2699 et seq. imposes a civil penalty of one hundred dollars (\$100)

1 per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) pay
2 period, per aggrieved employee for subsequent violations for all Labor Code provisions for
3 which a civil penalty is not specifically provided, including Labor Code §§ 200, 201, 202, 203,
4 226, 226.7, 226.8, 350, 351, 1174, 1182.12, 1194, 1197, 1198, 1198.5 and 2802.

5 69. On August 11, 2022, PLAINTIFF DARCEL CELESTE NAVARRETTE gave
6 written notice by certified mail of DEFENDANTS' violations of various provisions of the
7 California Labor Code as alleged in this complaint to the Labor and Workforce Development
8 Agency ("LWDA") and DEFENDANTS.

9 70. On January 18, 2023, PLAINTIFF ELIZABETH QUIROGA CARRERO gave
10 written notice by certified mail of DEFENDANTS' violations of various provisions of the
11 California Labor Code as alleged in this complaint to the LWDA and DEFENDANTS.

12 71. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
13 alleged violations after the notice sent by Plaintiff. See Cal. Lab. Code § 2699.3(a)(2)(A).
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PRAYER FOR RELIEF

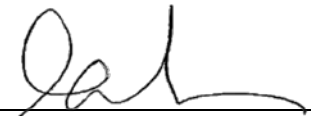
WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and Applicable IWC Wage Order(s);
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 210, 226.3, 226(e), 558, 1197.1, and 2699;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 1021.5, 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action as a class action;
12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS' counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

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Dated: March 10, 2025

JAMES HAWKINS APLC

By: 

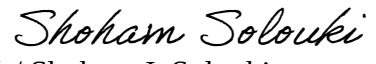
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiffs

Dated: March 10, 2025

Respectfully submitted,

SOLOUKI | SAVOY, LLP


By: /s/ Shoham J. Solouki
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiffs

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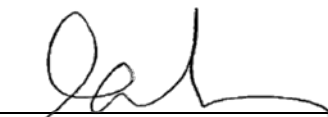
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DEMAND FOR JURY TRIAL

PLAINTIFFS, on behalf of themselves and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

Dated: March 10, 2025

JAMES HAWKINS APLC

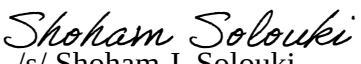
By: 
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiffs

Dated: March 10, 2025

Respectfully submitted,

SOLOUKI | SAVOY, LLP

By: 
/s/ Shoham J. Solouki
SHOHAM J. SOLOUKI
GRANT JOSEPH SAVOY
Attorneys for Plaintiffs

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On April 15, 2025, I served on the interested parties in this action the following document(s) entitled:

• **FIRST AMENDED CLASS ACTION COMPLAINT**

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Service List Attached)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on April 15, 2025, at Irvine, California

Alma Chavarin
Alma Chavarin

LINDA CLAXTON

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

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Attorneys for Plaintiffs and on behalf of all others similarly situated

Via LWDA Website Only

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>