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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OMAR GARCIA GRANADOS, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

CASE HM, LLC d.b.a. PROPER HOTEL, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV25532

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Omar Garcia Granados (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Case HM, LLC, doing
3 business as Proper Hotel, a Delaware limited liability company; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

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

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by operating hotels, including Proper Hotels, and
28 employed Plaintiff and other similarly-situated hourly non-exempt employees within the County

1 of Los Angeles and, therefore, were (and are) doing business in the County of Los Angeles and
2 the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
13 Employees (as defined in Paragraph 19) to be subject to the unlawful employment practices,
14 wrongs, injuries, and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 19).

18 9. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one
21 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 10. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 19).

REPRESENTATIVE ACTION ALLEGATIONS

11. Plaintiff, a current non-exempt employee, has been employed by Defendants since approximately 2023. Plaintiff's job title is Food Runner, and his duties include, without limitation, delivering food to restaurant and hotel guests, seating guests at the restaurant, and preparing coffee orders.

12. Plaintiff is generally scheduled to work Tuesday through Friday from 7:00 a.m. to 2:30 p.m.

13. Defendants require Plaintiff and other aggrieved employees to clock in and out by scanning his fingerprint into the timekeeping system to keep track and record his work time. Plaintiff and other aggrieved employees have often worked more than 8.0 hours in a workday.

14. Throughout Plaintiff's employment with Defendants, Plaintiff and other aggrieved employees received various forms of non-discretionary bonuses, compensation related to service charges, and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). The various forms of Incentive Pay provided to Plaintiff and other aggrieved employees were pursuant to Defendants' uniform policies and practices. Despite Defendants' payment of Incentive Pay to Plaintiff and other aggrieved employees, Defendants failed to include all forms of Incentive Pay when calculating Plaintiff's and other aggrieved employees' regular rate of pay, thereby causing Plaintiff and other aggrieved employees to be underpaid for all of their required overtime wages. In addition, despite Defendants' payment of Incentive Pay to Plaintiff and other aggrieved employees, Defendants' policies and/or procedures failed to include all forms of Incentive Pay when calculating the regular rate of pay for purposes of paying sick pay in a manner that fully complies with Labor Code § 246(l) in that Defendants failed to pay sick days at the regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay.

15. Plaintiff and other aggrieved employees were not authorized and permitted to take all legally required and compliant rest periods due to Defendants' unlawful rest period policies

1 and practices. Defendants' rest period policies and practices fail to authorize and permit paid
2 rest periods for every four hours worked, *or major fraction thereof*. Specifically, due to
3 Defendants' work demands, Plaintiff and other aggrieved employees were not permitted to take
4 rest periods.

5 16. On each occasion when Plaintiff and other aggrieved employees were not
6 authorized and permitted to take legally-compliant rest periods to which they were entitled,
7 Defendants failed to compensate Plaintiff and other aggrieved employees with the required rest
8 period premium for each workday in which they experienced a rest period violation as mandated
9 by Labor Code § 226.7.

10 17. Defendants also failed to reimburse Plaintiff and other aggrieved employees for
11 necessary business expenses incurred during the relevant time period. Specifically, Defendants
12 required Plaintiff to use his personal cellular phone for business purposes, but he was not
13 reimbursed for his expenses. Accordingly, despite Plaintiff and the other aggrieved employees
14 being required to use their personal cellular phones, Defendants did not reimburse Plaintiff or
15 other aggrieved employees for all necessary expenditures or losses incurred by the employee in
16 direct consequence of the discharge of their duties, or of their obedience to the directions of the
17 employer in violation of California law.

18 18. As a result of Defendants' failure to pay all overtime wages, all sick day pay, as
19 well as rest period premium wages, Defendants maintained inaccurate payroll records and issued
20 inaccurate wage statements to Plaintiff and other aggrieved employees.

21 19. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved
22 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
23 violations discussed herein.

24 **FIRST CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **(AGAINST ALL DEFENDANTS)**

27 20. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
28 fully set forth herein.

21. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees sick pay at the employee's regular rate of pay in violation of Labor Code § 246;
- c. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved

employees in violation of Labor Code § 1174 and 1198.

22. On or about June 24, 2025, Plaintiff notified Defendant Case HM, LLC, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 21 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

23. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 21 (a)-(g);

2. On all causes of action, for attorneys’ fees and costs as provided by Labor Code §

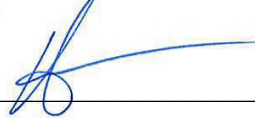
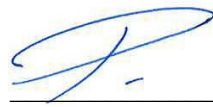
1 2699(g) and Code of Civil Procedure § 1021.5; and

2 3. For such other and further relief the Court may deem just and proper.

3
4 Dated: August 29, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

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6 By:



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Attorneys for Plaintiff