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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff
DAVID SANCHEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAVID SANCHEZ, an individual and as a
representative of aggrieved employees pursuant
to the Private Attorneys General Act (PAGA),

Case No. 23STCV26824

PLAINTIFF'S COMPLAINT FOR:

Plaintiff,

**1. PRIVATE ATTORNEY'S GENERAL
ACT (LABOR CODE SECTION 2698)**

vs.

DOUGLAS EMMETT, INC., a corporation;
DOUGLAS EMMETT MANAGEMENT, LLC,
a corporation; and DOES 1 through 10 inclusive,

Defendant.

Plaintiff David Sanchez ("Plaintiff") alleges and complains against Defendants Douglas Emmett, Inc., Douglas Emmett Management, LLC and Does 1 through 10 (collectively, "Defendant") as follows:

PARTIES | JURISDICTION | VENUE

1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.
2. Defendants Douglas Emmett, Inc. and Douglas Emmett Management, LLC operate a property management organization headquartered at 1299 Ocean Avenue, Suite 1000, Santa Monica, California 90401.
3. Defendant conducts business in the State of California.

1 4. Under California Code of Civil Procedure section 395(a), venue is proper in this County
2 because Defendant resides in this County and/or Plaintiff's alleged injuries herein occurred in this County.

3 5. The true names and capacities of the defendants named herein as Does 1 through 10,
4 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
5 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
6 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this
7 Complaint to show such true names and capacities when they have been determined. Defendant and Doe
8 Defendants are collectively referred to as "Defendant," "Defendants" or "Defendant Employers."

9 6. Plaintiff believes that, at all times relevant herein, each defendant designated, including
10 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
11 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
12 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
13 omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization, and consent of each defendant designated herein.

15 7. Defendant, and each of them, acted in concert with one another to commit the wrongful
16 acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
17 alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i).
18 Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they
19 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and
20 pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

21 **ALTER EGO | AGENCY | JOINT EMPLOYER**

22 8. There exists such a unity of interest and ownership between Defendant Employers that the
23 individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto,
24 Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors,
25 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
26 other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least
27 in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego
28 status, successor status and/or joint venture and with the permission and consent of each of the other

1 Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure
2 to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean
3 the acts and/or failures to act by each defendant acting individually, jointly and severally.

4 9. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable
5 under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th
6 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management,
7 centralized control of labor relations, and common ownership or financial control. ... Although courts
8 consider the four factors together, they often deem centralized control of labor relations the most
9 important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities
10 can also be deemed a "joint employer" by having the right to control the employment relationship, as
11 evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer,
12 promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

13 10. Defendant Employers were Plaintiff's employers, joint employers and/or special
14 employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i),
15 and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of
16 this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers
17 within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are
18 each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code
19 sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint
20 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
21 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
22 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
23 either directly or indirectly, and the manner in which Defendant Employers' business was and is
24 conducted.

25 11. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
26 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
27 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
28 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code

section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against “any employer or other person acting on behalf of an employer” who causes overtime pay violations to occur.”); *see Atempa v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 (“Any employer or other person acting either individually or as an officer, agent, or employee of another person” for failure to pay minimum wages.”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) (“aggrieved employees may ... maintain civil actions to recover such penalties”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn. 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors and shareholders); *see* Government Code section 12925(d) (defining “Person” as one *or more* individuals, partnerships, associations, corporations, limited liability companies, legal representatives, trustees, trustees in bankruptcy, and receivers or other fiduciaries).

12. Despite the formation of purported corporate existence, Defendant Employers are, in reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely dominated and controlled by one another, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b) Defendant Employers derive actual and significant monetary benefits by and through one another’s unlawful conduct, and by using one another as the funding source for their own personal expenditures; (c) Defendant Employers, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant Employers are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain of Defendant Employers’ affairs, and are, and were, the alter ego of one another. The recognition of the separate existence of each of the Defendant Employers would not promote justice, in that it would permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law. The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of

justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly, Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

ADMINISTRATIVE EXHAUSTION

13. Plaintiff exhausted administrative requirements for Plaintiff's claims.

14. On August 24, 2023, Plaintiff's counsel gave written notice by online filing with the California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to Defendants a letter specifying the California Labor Code provisions Defendants violated, including the facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699, as provided by subsection 2699.3.

FACTUAL ALLEGATIONS

15. **Defendant.** Defendants Douglas Emmett, Inc. and Douglas Emmett Management, LLC operate a property management organization headquartered at 1299 Ocean Avenue, Suite 1000, Santa Monica, California 90401.

16. **Plaintiff's Hire.** On or about April 22, 2022, Defendant hired Plaintiff David Sanchez as an employee in the job position of Senior Service Manager to work at the worksite. Exhibit 1. Plaintiff was an exemplary employee, until his wrongful termination on July 28, 2023.

17. **Plaintiff's Pay.** Defendant classified Plaintiff as a "exempt" employee. On hire, Defendant paid Plaintiff an annual base salary of \$97,500, a discretionary bonus, 120 hours of annual PTO, and group medical benefits.

18. In addition, Defendant provided a \$65 monthly reimbursement for use of a personal cell phone for work purposes. Exhibit 1. However, this amount was insufficient to reimburse Plaintiff for the actual reasonable business use of the device and service.

19. In addition, Defendant allowed Plaintiff and Plaintiff's family to live in one of Defendant's

1 residential apartments at a discount rent.

2 20. Plaintiff was eligible for a performance-based raise after his first annual review in
3 December 2022. Exhibit 1.

4 21. Or February 2, 2023, Defendant raised Plaintiff's annual salary from \$97,500 to \$106,00.

5 22. **Plaintiff's Job Details.** Plaintiff's job location was 11750 Wilshire Boulevard, Los
6 Angeles, California 90025 (the "worksite")

7 23. Plaintiff reported to Property Manager *Janelle Barr*.

8 24. Plaintiff's work schedule was typically Monday through Friday 8:00am to 5:00pm but he
9 often worked after-hours.

10 25. Plaintiff's job title includes "senior" and "manager" but the majority of Plaintiff's job
11 duties were not supervisory. Plaintiff's job duties included scheduling and monitoring vendors, walking
12 vacant units before and after moving, and other building management duties. However, Defendant failed
13 to provide adequate staffing at the worksite.

14 26. Instead, Plaintiff was left to do nearly everything because other employees would call out
15 of work, not show up, or take long leaves of absence. Plaintiff complained about this to Janelle Barr and
16 Supervisor *Mynor Mazzaregos*. Plaintiff would complain that the worksite was in desperate need of help
17 to obtain the expectations Defendant wanted for the asset. The frequent response was that Defendant had
18 open positions but no applicants. As a result, Plaintiff was forced to work early to hit the zones designated
19 for porters and leave late after move-ins were ready and deadlines were met. Then, Plaintiff had to field
20 after hours calls.

21 27. **Plaintiff Takes Protected Parental Leave.** On or about May 20, 2023, Plaintiff started a
22 three week leave of absence from work to be with his wife and newborn child. Janelle Barr approved
23 Plaintiff's leave but acted particularly annoyed that Plaintiff's leave started a week earlier due to his wife's
24 emergency c-section delivery.

25 28. Even though Plaintiff was on protected leave, Defendant forced Plaintiff to work. For
26 example, Plaintiff still had to field calls and respond to text messages from the security and fire monitoring
27 company, the security department and the maintenance team to answer questions. Exhibit 2.

28 29. On June 20, 2023, after taking only one month of the available four months of California

1 Family Rights Act leave, Plaintiff returned to work. In response, Defendant fired him.

2 30. **Wrongful Termination (Retaliation).** On July 28, 2023, Defendant fired Plaintiff. On
3 this day, Plaintiff met with Janelle Barr in person who told Plaintiff that he was not meeting expectations
4 This is a transparent pretext for a wrongful termination. Plaintiff never violated any policies or procedures
5 and never received any warning or discipline. To the contrary, Plaintiff received a performance-based
6 raise before he took protected leave.

7 31. Defendant has terminated other employees who return from protected leave. Defendant
8 was motivated to retaliate against Plaintiff by firing him before Plaintiff could take the remainder of his
9 annual protected leave.

10 32. As a further retaliatory act, Defendant rescinded Plaintiff's discounted rent and thus
11 knowingly forcing Plaintiff and his family to look for new housing with a newborn.

12 33. **Plaintiff's Misclassification.** Defendant misclassified Plaintiff as "exempt" as Plaintiff
13 should have been "non-exempt" thus entitled to overtime and breaks.

14 34. Even though Defendant paid Plaintiff the requisite minimum salary threshold, Defendant
15 did not allow Plaintiff to customarily and regularly exercise discretion and independent judgment in
16 performing her job duties, presumably under the Executive and/or Administrative Exemption, as required
17 by California Code of Regulations, Title 8, Section 11040(1)(A)(2). As alleged above, Plaintiff performed
18 all property management duties and did not supervise or manage at least half of his working time.

19 35. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in
20 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular
21 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
22 workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two
23 (2) times the regular rate of pay.

24 36. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely,
25 uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other
26 things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout
27 Plaintiff's meal breaks; Plaintiff was "on-call" during meal breaks; Plaintiff's meal breaks were
28 interrupted; Plaintiff's meal breaks were less than the full 30 minutes; and/or Defendant required Plaintiff

- 1 • **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§
2 204(a) and 204(b).
- 3 • **Labor Code § 206.** Failure to pay all undisputedly owed wages.
- 4 • **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1,
5 204.2, 205, 205.5, 227.3, and/or 1197.5.
- 6 • **Labor Code § 212.** Failure to include the name and address of established place of business in
7 the state on pay checks to cash or deposit pay checks.
- 8 • **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- 9 • **Labor Code § 221.** Failure to not collect and receive owed wages.
- 10 • **Labor Code § 226.** Failure to provide timely and accurate wage statements.¹
- 11 • **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 12 • **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional hour of
13 pay at the regular rate of compensation in lieu of the rest periods.
- 14 • **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an
15 additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- 16 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
17 after notice of separation.
- 18 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 19 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
20 and double time compensation at the minimum wage rate.
- 21 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
22 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
23 Industrial Welfare Commission.
- 24 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
25 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
26 226.7, 1193.1, and/or 1194.

28 ¹ *Bernstein v. Virgin America, Inc.*, 3 F.4th 1127 (9th Cir. 2021) (awarding nearly \$4.4 million in statutory Labor Code § 226 penalties and an additional \$5 million in PAGA civil penalties for Labor Code § 226 violations).

- 1 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 2 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 3 • **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.
- 4 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
5 Commission for conditions of labor prohibited by such:
 - 6 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 3,** requiring an
7 employer to pay overtime and double time compensation.
 - 8 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 4,** requiring an
9 employer to pay minimum wages, including overtime and double time compensation at the
10 minimum wage rate.
 - 11 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 7,** requiring an
12 employer to maintain accurate information with respect to each employee; provide
13 employees with thorough and accurate itemized wage statements; and, provide clocks
14 within a reasonable distance from employees' work areas.
 - 15 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 11,** requiring an
16 employer to provide its employees with adequate meal periods and an additional hour of
17 pay at the regular rate of compensation in lieu of the rest periods.
 - 18 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 12,** requiring an
19 employer to provide its employees with adequate rest periods and an additional hour of pay
20 at the regular rate of compensation in lieu of the rest periods.
- 21 • **Labor Code § 2802.** Failure to reimburse necessary business expenses.

22 43. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section
23 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and
24 former employees of Defendant pursuant to the procedures specified in California Labor Code section
25 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor
26 Code were committed against Plaintiff.

27 44. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on August
28 24, 2023, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and

1 by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage
2 Orders alleged to have been violated, including the facts and theories to support the alleged violations.
3 More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not
4 provided notice that it intends to investigate PLAINTIFF'S claims.

5 45. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the
6 aforementioned LWDA notice via certified mail on August 25, 2023. More than 33 days have passed
7 since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations
8 alleged therein.

9 46. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under
10 Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the
11 "PAGA Liability Period").

12 47. Accordingly, Plaintiff has complied with all of the requirements set forth in California
13 Labor Code section 2699.3 to commence a representative action under PAGA.

14 48. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved
15 employees, and the State of California according to proof, pursuant to the California Labor Code,
16 including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial
17 violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA,
18 Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections
19 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the
20 violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant
21 to Labor Code section 2699(g)(1).

22 **JURY TRIAL DEMANDED**

23 Plaintiff demands a jury as to all causes of action, to the extent the law permits a jury trial for
24 Private Attorney General Act (PAGA) claims.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 27 a. For penalties pursuant to PAGA;
28 b. For prejudgment interest pursuant to California Labor Code section 218.6, California

Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;

- c. For attorneys' fees where allowed by law;
- d. For costs of suit incurred herein; and
- e. For such other and further relief as deemed just and proper.

DATED: November 1, 2023

COLBY LAW FIRM, PC



By: _____

AARON N. COLBY
ZOE YUZNA

Attorneys for Plaintiff
DAVID SANCHEZ and
The Aggrieved Employees

EXHIBIT 1



Douglas Emmett Management, LLC
1299 Ocean Avenue, Suite 1000, Santa Monica, California 90401
Telephone 310.255.7700

April 7, 2022

David Sanchez

REDACTED

Dear David:

We are pleased to present you with the terms for your employment as Senior Service Manager with Douglas Emmett Management, LLC for Barrington Plaza. Your first day of employment will be on or about April 25, 2022, subject to successful completion of a background check.

Your compensation is as follows:

- Your annual base salary will be \$97,500.00 to be paid bi-weekly at the rate of \$3,737.43. Additionally, a \$65.00 per month cell phone allowance shall be reimbursed on a monthly basis. All new employees are given a performance review following completion of a 90 day introductory period. We conduct employee performance and compensation reviews annually in December. Your first annual review will be in December 2022, and any increase in compensation will be based on a variety of factors, including but not limited to your performance, our performance and the duration of your employment before the review.
- You will be eligible for a discretionary bonus, subject to approval by the Compensation Committee of the Board of Directors, typically paid in December of the reviewed year.
- Your employment status is as an exempt employee. Exempt employees are not eligible for overtime pay.
- We offer three medical insurance programs: a Select "HMO" plan; a Value "HMO" Vivity plan; and a "PPO" – Preferred Provider Option plan. Employees are responsible for a portion of the premium cost for individual as well as dependent and family coverage. Attached is a summary of benefits including current premium costs to the employee. We also offer HMO and PPO dental insurance plans and a voluntary vision plan. The medical and dental insurance plans are currently provided through Anthem Blue Cross and the vision plan is currently provided by Vision Service Plan. There is a waiting period to be eligible for these benefits, and your eligibility will commence on the first day of the month following the completion of 60 days of service. At that time, you will also be eligible to participate in our Section 125 "Cafeteria" plan, which allows for the payment of medical/dental/vision premiums with pre-tax dollars and also offers the employee the opportunity to use "flex" pre-tax programs to pay for qualified childcare and uninsured medical costs. Our Human Resources Department will be pleased to answer any of your questions concerning the various programs available to you.
- Vacation time is given in the form of "Personal Time Off" or "PTO." PTO is provided in lieu of vacation and sick days. You will begin to accrue PTO on your first day of employment at a rate of approximately 120 hours per year.
- You will be eligible to participate in our 401(k) Plan as of the first day of the month following your first day of employment. Employer contributions to the plan, if any, are

made at our discretion. In recent years, we have made matching contributions of 50% up to a maximum of \$3,000.00 per employee.

On your first day of employment, our Human Resources Department will assist you to complete your New Hire paperwork. Among other documents contained in the New Hire paperwork, you will be expected to review and execute our Confidentiality, Proprietary Information and Inventions Agreement and our Dispute Resolution Agreement.

This letter, along with our Employee Handbook, sets forth the terms of your employment and supersedes any previous oral or written representations made to you concerning the terms of your employment. However, this letter is for informational purposes only and is not intended to be a binding contract, and your acceptance of these terms is based on your understanding and acknowledgment that your employment is at will. Accordingly, your employment with us can be terminated at any time with or without cause and with or without notice. Likewise, you have the right to resign at any time with or without cause and with or without notice.

We are excited to have you aboard, and we hope you will find working here a rewarding experience.

Sincerely,

Douglas Emmett Management, LLC,
a Delaware limited liability company

By: Douglas Emmett Management, Inc.,
a Delaware corporation,
Its Manager

By: _____
Michael J. Means
Senior Vice President

AGREED AND ACCEPTED

David Sanchez

Date

cc: Amelia Pimentel

EXHIBIT 2

3:54



4 People



Text Message
Wed, May 31 at 5:01 PM

LMLA Security

4 Photos



L

Steve Regional

HA
HA

SR

A Volkswagen for 520 euros?
That's a steal

+1 (818) 877-0705



Audi a6 2019 for \$36,000 is steal
also. If anyone wants. 23300
miles

Steve Regional



Text Message



3:53



4 People >



Am code 4

Was showering

L

Ok to reset ?

Wed, Jun 7 at 8:23 PM

LMLA Security

L

Alarm in Room 2604 going up to check

Thu, Jun 8 at 3:06 AM

LMLA Security

L

Alarm in Room 1402. Tenant came to lobby. No issue

Steam from shower may have caused alarm.

Thu, Jun 8 at 5:12 AM

+1 (818) 877-0705



For the last time. FOLLOW THE STEPS. Tenant coming to lobby is not visual by security.

⚠ Addressing fire alarms for Landmark. Please make sure to follow this steps. Any Guard that does not follow this steps will be a write up. This is for swing and



Text Message



3:52



4 People >



Thu, Jun 8 at 3:06 AM

LMLA Security

Alarm in Room 1402. Tenant came to lobby. No issue

Steam from shower may have caused alarm.

Thu, Jun 8 at 5:12 AM

+1 (818) 877-0705

For the last time. FOLLOW THE STEPS. Tenant coming to lobby is not visual by security.

⚠ Addressing fire alarms for Landmark. Please make sure to follow this steps. Any Guard that does not follow this steps will be a write up. This is for swing and grave yard shift in particular.

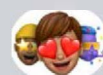
1. You send 1 text in group pinned at top of the phone stating:

" smoke alarm at room and the #".

2. You send 1 text " going up to check" and your name at the end



Text Message



3:52



4 People >



Fri, Jun 9 at 1:31 AM

LMLA Security

Alarm went off unit #2805.

L

Lapaeu went up with tenant to check out alarm.

L

Steam from shower caused alarm to go off.

Fri, Jun 9 at 10:11 AM

+1 (818) 877-0705

Please radio security to meet tow truck at gate # 2 for tow truck.

Gate #1 sorry

For the car parked at space 338



Wrong tread.

Fri, Jun 9 at 1:38 PM

LMLA Security

Fire alarm from 1510

L

Going up there now

Sat, Jun 10 at 7:21 AM



Text Message



3:52



4 People >>



Alarm in 1911 going to do visual



Cooking all clear



Cameras are down again

Sun, Jun 11 at 11:59 AM

+1 (818) 877-0705

Security: we have 2 move ins today. Please assist with elevator and loading dock as needed. Call me if any questions.

Unit 2308 - Khristopher Burford
[\(919\) 208 - 0822](tel:(919)208-0822)

Unit 2401 - Michael Tang
[\(737\) 465-2833](tel:(737)465-2833)



Text Message



3:52



4 People



LMLA Security



L

Yes one is already moved in

Sun, Jun 11 at 2:14 PM

LMLA Security

Fire panel going off reading 34 floor R2

L

Security A. Price advised Tony.

+1 (818) 877-0705



Copy ty

LMLA Security

He went to check it out

L

Fire panel stopped without resetting.

Sun, Jun 11 at 5:20 PM

LMLA Security

L

2302 fire alarm

L

Going up to do a visual

L

The tenant was showering. All clear. S/O Joss



Text Message

