

FILED
Superior Court of California
County of Los Angeles

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David W. Slayton, Executive Officer / Clerk of Court

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 ANISSA BATTLE-BROWN, an individual
14 and on behalf of all others similarly situated;

15 Plaintiff,

16 vs.

17 PALIGROUP MANAGEMENT, LLC, a
18 California limited liability company;
19 PALIGROUP HOLDINGS, LLC, a California
20 limited liability company; and DOES 1 through
21 50,

22 Defendants.

Case No.: 23STCV22177

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

23 Plaintiff ANISSA BATTLE-BROWN ("Plaintiff"), on behalf of herself as an aggrieved
24 employee, the State of California, and other aggrieved employees, hereby brings this First Amended
25 Representative Action Complaint ("Complaint") against Defendants PALIGROUP
26 MANAGEMENT, LLC, a California limited liability company, PALIGROUP HOLDINGS, LLC, a
27 California limited liability company, and DOES 1 to 50 inclusive (collectively "Defendants"), and
28 on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this Complaint for recovery of civil penalties under the California
Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), for Defendants'

violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”), including Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Los Angeles County, and some of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore, Plaintiff was employed by Defendants within Los Angeles County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and Wage Order 5.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engage in and continue to engage in the ownership and operations of hotels in the State of California, and employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County, and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,

1 and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful
2 employment practices, wrongs, injuries, and damages complained of herein.

3 6. At all times herein mentioned, each of said Defendants participated in the doing of
4 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
5 Defendants, and each of them, were the agents, servants, and employees of each of the other
6 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
7 within the course and scope of said agency and employment.

8 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
10 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
11 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
12 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
13 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

14 8. At all times herein mentioned, Defendants, and each of them, were members of, and
15 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
16 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

17 9. At all times herein mentioned, the acts and omissions of various Defendants, and
18 each of them, concurred and contributed to the various acts and omissions of each and all of the
19 other Defendants in proximately causing the injuries and damages as herein alleged.

20 **FACTUAL ALLEGATIONS**

21 10. Defendants own and operate a chain of 13 hotels under the brand names Palisociety
22 and Le Petit Pali in the State of California. Plaintiff worked for Defendants as a non-exempt night
23 auditor at Defendants' Palihouse Santa Barbara hotel from approximately January 2021 to the
24 present.

25 11. Labor Code §§ 1194, 1197, and Wage Order 5, § 4 entitle employees to receive no
26 less than the minimum wage fixed by the commission or by any applicable state or local law for all
27 hours worked. Labor Code §§ 510, 1198, and Wage Order 5, § 3 provide that non-exempt
28 employees are entitled to all overtime wages at the regular rate of pay. During the relevant time

1 period, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiff and other
2 aggrieved employees not being compensated for all hours actually worked. Plaintiff and other
3 aggrieved employees regularly worked more than eight hours in a workday or 40 hours in a
4 workweek. Upon information and belief, Defendants required Plaintiff and other aggrieved
5 employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during
6 off-the-clock meal breaks, and failed to compensate employees for this time. As a result, Plaintiff
7 and other aggrieved employees were not compensated for all earned minimum and overtime wages.

8 12. Labor Code §§ 226.7, 512, and Wage Order 5, § 11 require employers to provide
9 non-exempt employees with compliant meal periods or pay premiums at the regular rate of
10 compensation. During the relevant time period, Defendants failed to provide Plaintiff and other
11 aggrieved employees with all legally compliant meal periods due to Defendants' meal period
12 policies/practices, which have frequently resulted in late (commencing after the fifth hour of work),
13 short (less than 30 minutes), and/or missed meal periods. Upon information and belief, Plaintiff and
14 other aggrieved employees were not able to take their legally compliant meal breaks due to work
15 demands imposed by Defendants. Upon information and belief, Defendants do not keep accurate
16 records of Plaintiff's and other aggrieved employees' hours worked, including accurate time records
17 showing when employees take their meal periods. On those occasions when Plaintiff and other
18 aggrieved employees were not provided with all legally compliant meal periods to which they were
19 entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with the
20 required meal period premium(s) for each workday there was a meal period violation as mandated
21 by Labor Code § 226.7.

22 13. Labor Code §§ 226.7 and Wage Order 5, § 12 require employers to authorize and
23 permit non-exempt employees to take compliant rest periods or pay premiums at the regular rate of
24 compensation. During the relevant time period, Plaintiff and other aggrieved employees were not
25 authorized and permitted to take all required rest periods due to Defendants' unlawful rest period
26 policies/practices, which failed to authorize and permit a net 10-minute rest period for every four
27 hours worked, or major fraction thereof. Plaintiff and other aggrieved employees were not able to
28 take their legally compliant rest breaks due to work demands imposed by Defendants. As a night

1 auditor, Plaintiff was the sole employee working at the hotel overnight and was unable to take off-
2 duty, compliant rest periods. On those occasions when Plaintiff and other aggrieved employees
3 were not authorized and permitted to take all legally compliant rest periods to which they were
4 entitled, Defendants failed to compensate them with the required rest period premium(s) for each
5 workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information
6 and belief, Defendants maintained no mechanism for the payment of rest period premium payments
7 as required by Labor Code § 226.7, in the event that a legally compliant rest period was not
8 authorized and permitted to their non-exempt employees.

9 14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
10 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
11 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
12 statements to Plaintiff and other aggrieved employees in violation of Labor Code § 226. Defendants
13 also incorrectly stating the address of the legal entity that is the employer as 7950 Melrose Avenue,
14 Los Angeles, CA 90046, As a further result of Defendants' failure to pay all minimum and overtime
15 wages, and meal and rest period premium wages, Defendants failed to timely pay all final wages to
16 aggrieved employees upon their separation of employment from Defendants in violation of Labor
17 Code §§ 201 and 202.

18 15. Additionally, Defendants required Plaintiff and other non-exempt employees to use
19 their personal cellphone for work and bringing other tools and equipment to perform their job
20 duties, such as office chairs and lap desks. Despite requiring employees to incur these necessary
21 business expenses, Defendants failed to reimburse Plaintiff and other non-exempt employees for the
22 cost of personal cellphones and other tools and equipment to perform their job duties, such as office
23 chairs and lap desks.

24 16. Labor Code section 1198 provides: "The employment of any employee ... under
25 conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." Wage Order 5 provides
26 that "[a]ll working employees shall be provided with suitable seats when the nature of the work
27 reasonably permits the use of seats." During the relevant time period, Defendants failed to pay
28 Plaintiff and other aggrieved employees for with suitable seats, and Plaintiff was forced to bring her

1 to own office chair to perform her job duties.

2 17. On or about August 15, 2023, Plaintiff notified Defendants via certified mail, and
3 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
4 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
5 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
6 preceding paragraphs. Now that 33 days and 65 days have passed from Plaintiff notifying
7 Defendants and the LWDA of these violations, the LWDA has not provided notice that it intends to
8 investigate the violations, and Defendants have not cured any curable violations, Plaintiff has
9 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
10 with respect to these violations.

11 **FIRST CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **(Against All Defendants)**

14 18. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 19. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et*
17 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
18 Employees”), brings this representative action against Defendants to recover the civil penalties due
19 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
20 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
21 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
22 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
23 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
24 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each
25 initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per
26 employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent
27 violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code
28 section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting

1 time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for
2 each subsequent violation per employee per pay period for those violations of the Labor Code for
3 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 4 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
5 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 6 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
7 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 8 c. Failing to provide all legally required meal periods, and failure to pay meal period
9 premium wages, to Aggrieved Employees at the regular rate of compensation in
10 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 11 d. Failing to authorize and permit all legally required rest periods, and failure to pay
12 rest period premium wages, to Aggrieved Employees at the regular rate of
13 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 14 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
15 statements in violation of Labor Code § 226;
- 16 f. Failing to timely pay all final wages and compensation earned by Aggrieved
17 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 18 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
19 violation of Labor Code § 2802;
- 20 h. Failing to pay Aggrieved Employees all earned wages at least twice during each
21 calendar month in violation of Labor Code § 204;
- 22 i. Failing to provide suitable seating to Aggrieved Employees in violation of Labor
23 Code § 1198; and
- 24 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
25 of Labor Code §§ 1174 and 1198.

26 20. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
27 under California Labor Code § 2699(g).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

4 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
5 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
6 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
7 pay each employee and \$200 for each subsequent violation or willful or intentional violation
8 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
9 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
10 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
11 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
12 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
13 to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil
14 penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of
15 Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent
16 violation per employee per pay period for those violations of the Labor Code for which no civil
17 penalty is specifically provided;

18 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
19 2699(g) and Code of Civil Procedure § 1021.5; and

20 3. For such other and further relief, the Court may deem just and proper.
21

22 DATED: October 19, 2023

JUSTICE FOR WORKERS, P.C.

23
24 By: 

25 Young K. Park
26 William C. Sung
27 Attorneys for Plaintiff
28 ANISSA BATTLE-BROWN