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FILED
Superior Court of California
County of Los Angeles

04/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

MARICELA MORALES VIDAL, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

SZNW HOSPITALITY LLC, a California
limited liability company; SHEN ZHEN NEW
WORLD II, LLC, a California limited liability
company; and DOES 1 through 100,

Defendants.

Case No. 24STCV03495

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and 558);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and 558);**
- (4) **FAILURE TO REIMBURSE
EMPLOYEES FOR NECESSARY
BUSINESS EXPENDITURES (LABOR
CODE §§ 2802 and 2804);**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 et seq.); and**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 et seq.); and**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 et seq.).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Maricela Morales Vidal (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants SZNW Hospitality LLC, a
3 California limited liability company; Shen Zhen New World II, LLC, a California limited liability
4 company; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on information
5 and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 226, 226.7, 512, 516,
9 558, 1182.12, 1194, 1194.2, 1197, 2802, 2804, California Business & Professions Code § 17200
10 *et seq.*, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 5 (“Wage Order
11 5”), in addition to seeking declaratory relief and restitution. This Complaint is brought pursuant
12 to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
13 violations of the California Labor Code because the amount in controversy exceeds this Court’s
14 jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
19 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
20 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
24 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
25 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
26 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
27 to her by Labor Code §§ 226, 226.7, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 2802, 2804,
28 Business and Professions Code § 17200 *et seq.*, and 2698 *et seq.*; and Wage Order 5, which sets

employment standards for the “Public Housekeeping Industry”

4. Plaintiff is informed and believes, and based thereon alleges, that during the time period relevant to this action, Defendants did (and do) business by owning and operating the Sheraton Universal hotel.

5. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and were the employers of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

6. Plaintiff does not know the true names, capacities, relationships, and/or the extent of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices, wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined in Paragraph 15).

GENERAL FACTUAL ALLEGATIONS

9. Defendants employed Plaintiff in the non-exempt job position of “Housekeeper” (or similarly titled position) at the Sheraton Universal hotel. Plaintiff has worked for Defendants from approximately May 28, 2023, until the present.

10. During Plaintiff’s employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Defendants’ timekeeping policies/practices were not even handed and have resulted in Plaintiff and other non-exempt employees not being compensated for all hours worked.

11. Defendants also failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Plaintiff was also never provided with meal periods that were a full 30 minutes of “net rest” in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Because of the distance between the basement breakroom, the time clocks, and the areas where Plaintiff performed her work duties, often on the top floors of the hotel, Plaintiff and other non-exempt employees would have to shorten their meal periods several minutes in order to clock out for only 30 minutes at their meal periods. Thus, Plaintiff and other non-exempt employees were not provided with full 30-minute meal periods of net rest in an area appropriate for rest away from the workstation. On those occasions when Plaintiff was not provided with all legally-required meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

12. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize and permit a net 10-minute rest period in an area appropriate for rest away from the workstation for every four hours worked or major fraction thereof due to work demands imposed by Defendants. Because of the distance between the breakroom and work areas, Plaintiff would have to end her rest break several minutes before the required period in order to return to work and avoid disciplinary action. Thus, Plaintiff was unable to ever take 10 minutes of “net rest” in an area appropriate for rest away from the workstation. Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Plaintiff or other non-exempt employees any rest period premiums.

13. Defendants also failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to speak with supervisors about which rooms needed cleaning. Plaintiff also had to purchase various cleaning supplies of her own. Defendants did not adequately reimburse Plaintiff and other non-exempt employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

CLASS ACTION ALLEGATIONS

15. Class Definitions: Plaintiff brings this Complaint on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of

the Complaint through the present.

b. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

c. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present.

d. The Wage Statement Class consists of all members of the Minimum Wage Class, Meal Period Class, and/or Rest Period Class who have received a wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not adequately reimbursed for their use of personal cellular phones in connection with their employment with Defendants, during the four years immediately preceding the filing of the Complaint through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of fifty (50) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

i. Whether Defendants paid all minimum wages owed to members of the Minimum

Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Classes;

iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iv. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;

v. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

vi. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;

vii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

viii. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class;

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff,

1 like the members of the Classes, was not properly paid minimum wages due to Defendants'
2 timekeeping policies/practices, was not provided all required meal periods, was not authorized
3 and permitted to take all required rest periods, did not receive meal and rest period premium
4 wages for missed and/or non-compliant meal and rest periods, and/or was not issued accurate
5 itemized wage statements.

6 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
7 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
8 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
9 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
10 and-hour class actions in state and federal courts in the past and are committed to vigorously
11 prosecuting this action on behalf of the members of the Classes.

12 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
13 an important public interest in establishing minimum working conditions and standards in
14 California. These laws and labor standards protect the average working employee from
15 exploitation by employers who have the responsibility to follow the laws and who may seek to
16 take advantage of superior economic and bargaining power in setting onerous terms and
17 conditions of employment. The nature of this action and the format of laws available to Plaintiff
18 and members of the Classes make the class action format a particularly efficient and appropriate
19 procedure to redress the violations alleged herein. If each employee were required to file an
20 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
21 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
22 their vastly superior financial and legal resources. Moreover, requiring each member of the
23 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
24 employees who would be disinclined to file an action against their former and/or current employer
25 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
26 employment. Further, the prosecution of separate actions by the individual class members, even
27 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
28 with respect to the individual class members against Defendants herein; and which would

1 establish potentially incompatible standards of conduct for Defendants; and/or legal
2 determinations with respect to individual class members which would, as a practical matter, be
3 dispositive of the interest of the other class members not parties to adjudications or which would
4 substantially impair or impede the ability of the class members to protect their interests. Further,
5 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
6 individual prosecution considering all of the concomitant costs and expenses attending thereto.
7 As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

8 **FIRST CAUSE OF ACTION**

9 **MINIMUM WAGE VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

11 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 23. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
13 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
14 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
15 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
16 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
17 wages and interest accrued thereon.

18 24. At all relevant times herein, Defendants failed to conform their pay practices to
19 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
20 for all hours worked including, but not limited to, all hours they were subject to the control of
21 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
22 Order 5.

23 25. California Labor Code § 1198 makes unlawful the employment of an employee
24 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
25 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
26 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
27 amount equal to the wages due and interest thereon.

28 26. As a direct and proximate result of Defendants' unlawful conduct as alleged

herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 5.

27. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

30. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 5, including interest thereon, statutory penalties, civil penalties, and costs of suit.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of

employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

33. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

34. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, and the correct name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

37. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum wages and meal and rest period premium wages owed and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

38. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE EMPLOYEES FOR**

3 **NECESSARY BUSINESS EXPENDITURES**

4 **(AGAINST ALL DEFENDANTS)**

5 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 40. Based on information and belief, Defendants required Plaintiff and members of
7 the Employee Expense Class to use their personal cellular phones but failed to provide adequate
8 reimbursement.

9 41. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
10 states that, “[a]n employer shall indemnify his or her employee for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
12 his or her obedience to the directions of the employer.”

13 42. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
14 states that, “[a]ny contract or agreement, express or implied, made by any employee to waive the
15 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
16 employee or his personal representative of any right or remedy to which he is entitled under the
17 laws of this State.”

18 43. As a proximate result of Defendants’ policies and/or practices in violation of Labor
19 Code §§ 2802 and 2804, and Wage Order 5, § 9, Plaintiff and members of the Employee Expense
20 Class were damaged in sums, which will be shown according to proof.

21 44. Plaintiff and members of the Employee Expense Class are entitled to attorneys’
22 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

23 45. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
24 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
25 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
26 from the date on which they incurred the necessary expenditure.

27 ///

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 47. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
7 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
8 failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which
9 they are entitled, and/or failing to pay them meal period premium payments; (c) failing to
10 authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period
11 Class, and/or failing to pay them rest period premiums payments; (d) knowingly failing to furnish
12 Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements
13 in violation of Labor Code § 226; and/or (e) failing to provide adequate reimbursement for all
14 reasonable and necessary business expenditures,

15 48. Defendants' utilization of these unfair and/or unlawful business practices deprived
16 Plaintiff and continues to deprive members of the Classes of compensation to which they are
17 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
18 over Defendants' competitors who have been and/or are currently employing workers and
19 attempting to do so in honest compliance with applicable wage and hour laws.

20 49. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
21 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
22 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
23 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

24 50. The acts complained of herein occurred within the last four years immediately
25 preceding the filing of the Plaintiff's Complaint.

26 51. Plaintiff was compelled to retain the services of counsel to file this Complaint to
27 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
28 of Defendants' current non-exempt employees, and to enforce important rights affecting the

1 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
2 which she is entitled to recover under Code of Civil Procedure § 1021.5.

3 **SEVENTH CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 52. **(AGAINST ALL DEFENDANTS)** Plaintiff re-alleges and incorporates by
6 reference all previous paragraphs.

7 53. Defendants have committed several Labor Code violations against Plaintiff,
8 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
9 within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved
10 employees, brings this representative action against Defendants to recover the civil penalties due
11 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
12 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
13 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
14 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
15 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
16 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
17 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
18 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
19 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
20 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
21 subsequent violation per employee per pay period for those violations of the Labor Code for which
22 no civil penalty is specifically provided, based on the following Labor Code violations:

- 23 a. Failing to pay minimum wages for all hours worked to Plaintiff, the
24 Minimum Wage Class, and other aggrieved employees in violation of Labor
25 Code §§ 1182.12, 1194, 1194.2, and 1197;
- 26 b. Failing to provide all legally required meal periods, and failure to pay meal
27 period premium wages, to Plaintiff, the Meal Period Class, and other
28 aggrieved employees at the regular rate of compensation in violation of

Labor Code §§ 226.7, 512, 558 and 1198;

c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558 and 1198;

d. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;

e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

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.

54. On February 9, 2024, Plaintiff notified Defendants via certified mail, and notified 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 the violations of the California Labor Code identified in Paragraph 53 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

55. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

56. Plaintiff was compelled to retain the services of counsel to file this court action to protect her 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 she is entitled to receive under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
10. Upon the Seventh 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) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$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 (5) \$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 53 (a)-(g);

11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2802(c), and 2699(g); and Code of Civil Procedure § 1021.5; and

13. For such other and further relief, the Court may deem just and proper.

Dated: April 15, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: April 15, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Maricela Morales Vidal v. SZNW Hospitality LLC, et al.
Los Angeles County Superior Court Case No. 24STCV03495

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, El Segundo, California 90245.

On April 15, 2024, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

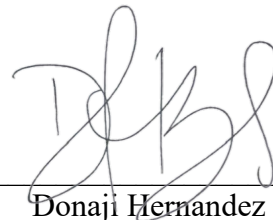
on the interested party(ies) in this action as follows:

David Fishman, Esq.
Email: dfishman@brgslaw.com
Jessica A. Gomez, Esq.
Email: jgomez@brgslaw.com
Sherry Shayan, Esq.
Email: sshayan@brgslaw.com
BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Boulevard, Eighteenth Floor
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Attorneys for Defendants SZNW HOSPITALITY LLC and SHEN ZHEN NEW WORLD II, LLC

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to First Legal.

[X] (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, 2024, at El Segundo, California.



Donaji Hernandez