

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, CA 90024

Telephone: (310) 438-5555

Facsimile: (310) 300-1705

[Additional Counsel of following page]

FILED

Superior Court of California

County of Los Angeles

07/30/2025

David W. Stryba, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHEL 'LE GERALDINE BANKHEAD, an
individual, and JOSE GUADALUPE
HERNANDEZ, an individual, and both on
behalf of all others similarly situated,

Plaintiff,

v.

CRESTLINE HOTELS & RESORTS – LOS
ANGELES, INC., a Delaware corporation;
CRESTLINE HOTELS & RESORTS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV02684

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. UNFAIR COMPETITION.
9. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558.1174.5, 1197.1 AND 2699, *et seq*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

JOSE GARAY, APLC

Jose Garay (SBN 200494)

jose@garaylaw.com

249 E. Ocean Blvd. #814

Long Beach, CA 90802

Tel: (949) 208-3400

Fax: (562) 590-8400

Attorneys for Plaintiffs, MICHEL'LE GERALDINE BANKHEAD
and JOSE GUADALUPE HERNANDEZ on behalf of themselves
and all others similarly situated and aggrieved

1 Plaintiffs Michel'le Geraldine Bankhead and Jose Guadalupe Hernandez, on behalf of
2 themselves and all others similarly situated and aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Crestline Hotels & Resorts – Los Angeles, Inc., and any of its respective subsidiaries or affiliated
7 companies within the State of California (“Crestline Los Angeles”); Crestline Hotels & Resorts,
8 LLC, and any of its respective subsidiaries or affiliated companies within the State of California
9 (“Crestline” and collectively, with DOES 1 through 100, as further defined below, “Defendants”)
10 on behalf of Plaintiffs and all other current and former non-exempt California employees employed
11 by or formerly employed by Defendants (“Class Members”).

12 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
13 General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Crestline
14 Hotels & Resorts – Los Angeles, Inc., a Delaware corporation, and any of its respective subsidiaries
15 or affiliated companies within the State of California (“Crestline”), and Crestline Hotels & Resorts,
16 LLC, a Delaware limited liability company, and any of its respective subsidiaries or affiliated
17 companies within the State of California (“Crestline LLC”) (collectively, and with DOES 1 through
18 100, as further defined below, “Defendants”), as a proxy of the Labor and Workforce Development
19 Agency of the State of California (“LWDA”), on behalf of all other current and former non-exempt
20 employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as
21 it pertains to the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201,
22 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5,
23 1197.5, 1198.5, 1527, 3366, 3457, and 8397.4, on behalf of all employees of Defendants working
24 within the Civil Penalty Period (collectively, “Aggrieved Employees”).

25 **PARTIES**

26 **A. Plaintiffs**

27 3. Plaintiff Michel'le Geraldine Bankhead (“Plaintiff Bankhead”) is a resident of the
28 State of California. At all relevant times herein, Plaintiff Bankhead is informed and believes, and

1 based thereon alleges, that Defendants employed Plaintiff Bankhead as a non-exempt employee,
2 with duties that included, but were not limited to, cleaning and maintaining hotel rooms. Plaintiff
3 Bankhead is informed and believes, and based thereon alleges, that Plaintiff Bankhead worked for
4 Defendants from approximately July of 2023 through approximately October of 2023.

5 4. Plaintiff Jose Guadalupe Hernandez (“Plaintiff Hernandez”) is a resident of the State
6 of California. At all relevant times herein, Plaintiff Hernandez is informed and believes, and based
7 thereon alleges, that Defendants employed Plaintiff Hernandez as a non-exempt employee, with
8 duties that included, but were not limited to, bartending, food service, and room service. Plaintiff
9 Hernandez is informed and believes, and based thereon alleges, that Plaintiff Hernandez worked for
10 Defendants from approximately July 2005 through approximately October 2023.

11 **B. Defendants**

12 5. Plaintiff Bankhead and Plaintiff Hernandez (collectively, “Plaintiffs”) are informed
13 and believe and based thereon allege that defendant Crestline Los Angeles is, and at all times
14 relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State
15 of Delaware and doing business in the County of Los Angeles, State of California.

16 6. Plaintiffs are informed and believe and based thereon allege that defendant Crestline
17 is, and at all times relevant hereto was, a limited liability company organized and existing under and
18 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
19 State of California.

20 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
22 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
26 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
27 are informed and believe and based thereon allege, that each defendant acted in all respects pertinent
28 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
3 include Crestline, Crestline LLC, and any of their parent, subsidiary, or affiliated companies within
4 the State of California, as well as DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

6 8. Plaintiffs are informed and believe and based thereon allege that all the times
7 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
8 representative, joint venture or co-conspirator of each of the other defendants, either actually or
9 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
10 employment, joint venture, and conspiracy.

11 9. All of the acts and conduct described herein of each and every corporate defendant
12 was duly authorized, ordered, and directed by the respective and collective defendant corporate
13 employers, and the officers and management-level employees of said corporate employers. In
14 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
15 their said employees, agents, and representatives, and each of them; and upon completion of the
16 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
17 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
18 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
19 aforementioned corporate employees, agents and representatives.

20 10. Plaintiffs are informed and believe and based thereon allege, that there exists such a
21 unity of interest and ownership between Defendants, and each of them, that their individuality and
22 separateness have ceased to exist.

23 11. Plaintiffs are informed and believe and based thereon allege that despite the
24 formation of the purported corporate existence of Crestline, Crestline LLC, and DOES 1 through
25 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
26 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
27 reasons:

28 ///

- 1 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
2 Defendants who personally committed the wrongful and illegal acts and violated the
3 laws as set forth in this Complaint, and who has hidden and currently hide behind the
4 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
5 other wrongful or inequitable purpose;
- 6 B. The Individual Defendants derive actual and significant monetary benefits by and
7 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
8 Defendants as the funding source for the Individual Defendants' own personal
9 expenditures;
- 10 C. Plaintiffs are informed and believe and based thereon allege that the Individual
11 Defendants and the Alter Ego Defendants, while really one and the same, were
12 segregated to appear as though separate and distinct for purposes of perpetrating a
13 fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
14 purpose;
- 15 D. Plaintiffs are informed and believe and based thereon allege that the business affairs
16 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant
17 times mentioned herein were, so mixed and intermingled that the same cannot
18 reasonably be segregated, and the same are inextricable confusion. The Alter Ego
19 Defendants are, and at all relevant times mentioned herein were, used by the
20 Individual Defendants as mere shells and conduits for the conduct of certain of their,
21 and each of their affairs. The Alter Ego Defendants are, and at all relevant times
22 mentioned herein were, the alter egos of the Individual Defendants;
- 23 E. The recognition of the separate existence of the Individual Defendants and the Alter
24 Ego Defendants would promote injustice insofar that it would permit defendants to
25 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
26 Code, and other statutory violations. The corporate existence of these defendants
27 should thus be disregarded in equity and for the ends of justice because such
28 disregard is necessary to avoid fraud and injustice to Plaintiffs herein;

1 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
2 Defendants (and vice versa), and the fiction of their separate corporate existence must
3 be disregarded.

4 12. As a result of the aforementioned facts, Plaintiffs are informed and believe and based
5 thereon allege that Defendants, and each of them, are joint employers.

6 **JURISDICTION**

7 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
8 of Civil Procedure section 410.10.

9 14. Venue is proper in Los Angeles County, California pursuant to Code of Civil
10 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
11 causes of action complained of herein arose; the county in which the employment relationship
12 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
13 and Defendants was due to be performed; the county in which the employment contract, or part of
14 it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants,
15 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
16 and Class Members in Los Angeles County, and because Defendants employ numerous Class
17 Members in Los Angeles County.

18 15. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
19 Defendants during the applicable statutory period and suffered one or more of the Labor Code
20 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil
21 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
22 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
23 reasonable attorneys’ fees and costs, for all other aggrieved current and former employees of
24 Defendants during the Civil Penalty Period. Plaintiffs do not seek to assert their own claims for
25 civil penalties under PAGA as part of this Action.

26 16. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
28

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 17. During the period beginning one (1) year preceding the provision of notice to the
4 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
5 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
6 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7,
7 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527,
8 2699, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations,
9 Title 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200,
10 Government Code section 12952, as well as applicable Wage Orders.

11 18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
12 on behalf of all other aggrieved current and former employees within the statutory period, to bring
13 a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section
14 2699.3 without asserting a claim to bring Plaintiffs’ own claim for civil penalties under PAGA.
15 (*See, e.g., Balderas v. Fresh Start Harvesting, Inc.*) Specifically, Plaintiffs do not seek to recover
16 Plaintiffs’ 25% share of civil penalties for the particular Labor Code violations Plaintiffs
17 experienced. Rather, this is a purely representative PAGA action wherein Plaintiffs seek to recover
18 all civil penalties for the Labor Code violations experienced by third-party aggrieved employees
19 (Aggrieved Employees) and the State of California’s 75% of the civil penalties for the Labor Code
20 violations Plaintiffs experienced.

21 19. On or around February 1, 2024, Plaintiff Bankhead provided written notice pursuant
22 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
23 Defendants’ violation of various, including the herein-described, provisions of the Labor Code, to
24 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
25 them.

26 20. Plaintiff Bankhead also provided Defendants, and each of them, with notice under
27 Labor Code section 2810.3, subdivision (d) that Plaintiff Bankhead would seek to hold them liable
28

1 for each other's wage and hour violations under Labor Code section 2810.3 on February 1, 2024 by
2 certified mail with return receipt requested.

3 21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
4 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
5 calendar days of the February 1, 2024 postmarked date of the herein-described notice sent by
6 Plaintiff Bankhead to the LWDA and Defendants.

7 **FACTUAL BACKGROUND**

8 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to pay overtime wages to Plaintiffs, Class Members, and other Aggrieved Employees in
10 the State of California in violation of California state wage and hour laws as a result of, without
11 limitation, Plaintiffs, Class Members, and other Aggrieved Employees working over eight (8) hours
12 per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying
13 them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay
14 for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
15 including, without limitation, by requiring employees: to remain on-call, to suffer under Defendants'
16 control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock
17 out for meal periods and continue working, to don and doff uniforms and/or safety equipment off
18 the clock, to attend company meetings off the clock, to make phone calls or drive off the clock;
19 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
20 meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods
21 where overtime was worked and the additional compensation was earned for the purpose of
22 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
23 manipulation of time entries to show less hours than actually worked, for paying straight pay instead
24 of overtime pay, and by attempting but failing to properly implement an alternative workweek
25 schedule ("AWS") (including, without limitation, by failing to implement a written agreement
26 designating the regularly scheduled alternative workweek in which the specified number of work
27 days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election,
28 before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the

1 work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or
2 failing to register an AWS election with the State of California, as required by Labor Code section
3 511 and applicable Wage Orders), to the detriment of Plaintiffs, Class Members, and other
4 Aggrieved Employees.

5 23. For at least four (4) years prior to the filing of this Action and continuing to the
6 present, Defendants have, at times, failed to pay minimum wages to Plaintiffs, Class Members, and
7 other Aggrieved Employees, or some of them, in violation of California state wage and hour laws
8 as a result of, among other things, at times, failing to accurately track and/or pay for all hours
9 actually worked at their regular rate of pay that is above the minimum wage to the detriment of
10 Plaintiffs, Class Members, and other Aggrieved Employees. At all relevant times mentioned herein,
11 Defendants had and have a practice or policy of failing to compensate Plaintiffs, Class Members,
12 and other Aggrieved Employees with minimum wages for all hours worked or otherwise under
13 Defendants' control as a result of, without limitation, failing to accurately track and/or pay for all
14 minutes actually worked; by requiring Plaintiffs, Class Members, and other Aggrieved Employees:
15 to remain on-call; to suffer under Defendants' control to complete pre-shift tasks before clocking in
16 and post-shift tasks after clocking out; to clock out for meal periods and continue working; to don
17 and doff uniforms and/or safety equipment off the clock; to attend company meetings off the clock;
18 to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing
19 and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting
20 time pay; paid time off and vacation time owed; and failing to pay split shift premiums, to the
21 detriment of Plaintiffs, Class Members, and other Aggrieved Employees.

22 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to provide Plaintiffs, Class Members, and other Aggrieved Employees a thirty (30) minute
24 uninterrupted, timely, and complete meal period for days on which the employee worked in excess
25 of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete
26 30-minute meal periods or compensation in lieu thereof including, without limitation, by
27 interrupting meal periods; not providing timely meal periods; failing to provide first and second
28 meal periods; providing short meal periods; requiring that employees carry cellular telephones or

1 walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise
2 requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-
3 deducted by law or during which employees worked, as required by California wage and hour laws.

4 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of failing to provide Plaintiffs, Class Members, and other Aggrieved Employees paid, uninterrupted,
6 timely, and complete rest periods of at least ten (10) minutes per four (4) hours worked or major
7 fractions thereof, or compensation in lieu thereof, including, without limitation, by failing to provide
8 rest periods all together; requiring that they be bundled together and/or with meal periods;
9 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
10 periods not providing them in a timely fashion; and not permitting employees to leave the premises;
11 and/or otherwise requiring on-duty/on-call rest periods, as required by California wage and hour
12 laws.

13 26. At all times relevant hereto, Defendants had and have a policy or practice of failing
14 to permit Aggrieved Employees from taking cooldown rest periods as required under California
15 Code of Regulations, Title 8, Section 3395, and have failed to pay premium pay in lieu thereof under
16 Labor Code section 226.7.

17 27. At all times relevant hereto, Defendants had and have a policy or practice of failing
18 to pay premium payments under Labor Code section 226.7 to Aggrieved Employees for non-
19 compliant meal periods and rest periods, as well as the failure to provide cooldown periods, at the
20 proper regular rate of pay in violation of Labor Code sections 512, 226.7, and applicable wage
21 orders.

22 28. At all times mentioned herein, Defendants had and have a policy or practice of
23 unlawfully deducting wages due, or to become due, or as an advance on wages to be earned; an
24 order, check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, (unless
25 it was negotiable and payable in cash, on demand, without discount, at some established place of
26 business in the state), the name and address of which must but did not appear on the instrument, and
27 at the time of its issuance and for a reasonable time thereafter, which must be but was not at least
28 30 days, the maker or drawer did not have sufficient funds in, or credit arrangement, or

1 understanding with the drawee for its payment of any scrip, coupon, or other thing redeemable, in
2 merchandise, or purporting to be payable or redeemable otherwise than in money. Plaintiffs are
3 further informed and believe, and based thereon allege that such wages were not compensated at the
4 “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection
5 (a).

6 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
7 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
8 Plaintiffs, Class Members, and other Aggrieved Employees with itemized wage statements that
9 accurately reflect gross wages earned; total hours worked by the employee; net wages earned; all
10 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
11 of hours worked at each hourly rate by the employee; the legal name of the employer and/or the
12 name and address of the legal entity securing the employer’s services if the employer is a farm labor
13 contractor; and other such information as required by Labor Code section 226, subdivision (a).

14 30. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
16 Aggrieved Employees with documents signed to obtain or hold employment under Labor Code
17 section 432, personnel records under Labor Code section 1198.5, and time records under Labor
18 Code section 1174, making it difficult for Aggrieved Employees to calculate their unpaid wages
19 and/or premium payments, to the detriment of Aggrieved Employees.

20 31. At all relevant times mentioned herein, Defendants had and have a policy or practice
21 of failing to timely pay Plaintiffs, Class Members, and other Aggrieved Employees, among other
22 wages, all wages owed as a result of Defendants’ practice or policy of failing to pay, among other
23 wages, overtime wages at the regular rate of pay, minimum wages, premium wages at the regular
24 rate of pay, paid time off, paid sick leave, and vacation time owed as required by Labor Code
25 sections 201, 202, and 203.

26 32. For at least one (1) year prior to the filing of this action and continuing to the present,
27 Defendants have, at times, failed to pay Plaintiffs, Class Members, and other Aggrieved Employees,
28

1 or some of them, the full amount of their wages for labor performed in a timely fashion as required
2 under Labor Code section 204.

3 33. At all relevant times herein, Defendants had and have a policy or practice of failing
4 to pay Aggrieved Employees their paid time off and vacation time owed upon separation of
5 employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
6 applicable Wage Orders.

7 34. At all relevant times mentioned herein, Defendants have had a policy or practice of
8 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
9 limitation, Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*,
10 mileage and gas), purchasing uniforms, including, without limitation, for steel-toe boots, non-slip
11 shoes, and other safety and/or personal protective equipment (“PPE”), providing uniform and other
12 deposits, separately laundering mandatory uniforms, for the purchase of tools, and for the purchase
13 and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge
14 of their duties, or of their obedience to the directions of Defendants, as required by Labor Code
15 2802.

16 35. At all relevant times mentioned herein, Defendants have had a policy or practice of
17 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
18 Protection Act of 2011) by, among other things, failing to provide Aggrieved Employees with the
19 rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part
20 of the minimum wage; the regular payday designated by Defendants; the name, address, and
21 telephone number of the workers’ compensation insurance carrier; information regarding paid sick
22 leave; and other pertinent information required to be disclosed by Defendants under Labor Code
23 section 2810.5.

24 36. At all relevant times mentioned herein, Defendants failed to provide Aggrieved
25 Employees with the amount of paid sick leave required to be provided pursuant to California law
26 (including, without limitation Labor Code section 245, *et seq.*), and also did not permit its use upon
27 request as contemplated under California laws, to the detriment of Aggrieved Employees.

28 ///

1 37. At all relevant times mentioned herein, Defendants had or have a policy or practice
2 of failing to reimburse deposits made, including uniform deposits, together with all interest owed at
3 the separation of employment in violation of Labor Code section 404.

4 38. At all relevant times mentioned herein, Defendants have had a policy or practice of
5 failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which
6 requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month
7 shall be paid for between the 16th and 26th day of the month during which the labor was performed,
8 and labor performed between the 16th and the last day, inclusive of any calendar month, shall be
9 paid for between the 1st and 10th day of the following month.”

10 39. At all times mentioned herein, Defendants have had, and continue to have, a policy
11 of failing to provide all working employees with suitable seats when the nature of the work
12 reasonably permits the use of seats. Defendants have also failed to place an adequate number of
13 seats in reasonable proximity to the work area and/or permitted employees to use such seats when
14 it does not interfere with the performance of their duties and employees are not engaged in the active
15 duties of their employment, and the nature of their work requires standing.

16 40. At all times mentioned herein, Defendants have had, and continue to have, a policy
17 of failing to provide all temporary workers with owed wages weekly by not later than the regular
18 payday of the following week.

19 41. At all times mentioned herein, Defendants have had, and continue to have, a policy
20 of failing to provide adequate and readily accessible sanitation facilities; a regular schedule for
21 servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and
22 serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or
23 blowers; and a sufficient number of toilets to be used by each sex of employee.

24 42. At all times mentioned herein, Defendants have had, and continue to have, a policy
25 of conducting unlawful background checks on prospective and current employees prior to making
26 a conditional offer. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 violated applicable laws by, without limitation: requiring job applicants and employees to disclose
28 their conviction history before Defendants made a conditional offer of employment; inquiring into

1 or considering the conviction history of applicants before Defendants made any conditional offers
2 of employment; considering, distributing, or disseminating information about arrests not followed
3 by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions
4 that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any
5 conviction for which the convicted person has received a full pardon or has been issued a certificate
6 of rehabilitation, while conducting conviction history background checks in connection with any
7 applications for employment; intending to deny an applicant a position of employment solely or in
8 part because of the applicant's conviction history; and asking applicants for employment to disclose,
9 through any written form or verbally, information concerning or related to an arrest, detention,
10 processing, diversion, supervision, adjudication, or court disposition that occurred while the person
11 was subject to the process and jurisdiction of the juvenile court, to the detriment of Aggrieved
12 Employees

13 43. At all times mentioned herein, Defendants have had, and continue to have, a practice
14 or policy of relying on the salary history information of an applicant for employment as a factor in
15 determining whether to offer employment to an applicant or what salary to offer the applicant in
16 violation of Labor Code section 432.3 by including, on Defendants' application for employment, an
17 inquiry regarding current and/or former salary history information, including, without limitation,
18 compensation and benefits of the applicant for employment.

19 44. At all times mentioned herein, Defendants have had, and continue to have, a practice
20 or policy of requiring Aggrieved Employees to agree in writing to confidentiality policies that
21 unlawfully restrain trade by prohibiting Aggrieved Employees from speaking with prospective
22 employers about their work with Defendants, including but not limited to their wages and working
23 conditions. Defendants also required Aggrieved Employees to inform prospective employers of
24 Defendants' restrictions of Aggrieved Employees' freedom to work.

25 45. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of preventing Aggrieved Employees from using or disclosing the skills, knowledge and experience
27 they obtained at Defendants for purposes of competing with Defendants, including, without
28 limitation, preventing Aggrieved Employees from disclosing their wages in negotiating a new job

1 with a prospective employer, and from disclosing who else works at Defendants and under what
2 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
3 and believe, and based thereon allege, that this policy and/or practice violates Business and
4 Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of
5 the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

6 46. Defendants had and have a policy or practice of preventing Aggrieved Employees
7 from disclosing violations of state and federal law, either within Defendants to their managers or
8 outside to private attorneys or government officials, among others, in violation of Business and
9 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition,
10 Plaintiffs are informed and believe, and based thereon allege, that Defendants' herein-described
11 policies and/or practices prevent Aggrieved Employees from disclosing information about unsafe
12 or discriminatory working conditions, or about wage and hour violations in violation of Labor Code
13 section 232 and 232.5.

14 47. Defendants had and have a policy or practice of preventing Aggrieved Employees
15 from engaging in lawful conduct during non-work hours, thus violating state statutes entitling
16 employees to disclose wages, working conditions, and illegal conduct, including, without limitation,
17 Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiffs
18 are informed and believe that this lawful conduct includes the exercise of Aggrieved Employee's
19 constitutional rights of freedom of speech and economic liberty.

20 48. Plaintiffs, in Plaintiffs' representative capacity *only*, seeks civil penalties under
21 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts on
22 behalf of only and all other Aggrieved Employees, which violate the California Labor Code as
23 described above.

24 49. Plaintiffs, on their own behalf and on behalf of Class Members, bring this action
25 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 245,
26 *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, and California Code of Regulations, Title 8, section
27 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
28

1 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, other
2 such provisions of California law, and reasonable attorneys' fees and costs.

3 50. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
4 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
5 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
6 appropriate and effective means to prevent further violations, as well as all monies owed but
7 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
8 restitution of amounts owed.

9 **CLASS ACTION ALLEGATIONS**

10 51. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
11 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
12 and former non-exempt employees of Defendants within the State of California at any time
13 commencing four (4) years preceding the filing of Plaintiff Bankhead's complaint up until the time
14 that notice of the class action is provided to the class (collectively referred to as "Class Members").

15 52. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
16 to amend or modify the class description with greater specificity, further divide the defined class
17 into subclasses, and to further specify or limit the issues for which certification is sought.

18 53. This action has been brought and may properly be maintained as a class action under
19 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
20 of interest in the litigation and the proposed Class is easily ascertainable.

21 **A. Numerosity**

22 54. The potential Class Members as defined are so numerous that joinder of all the
23 members of the Class is impracticable. While the precise number of Class Members has not been
24 determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class
25 Members employed by Defendants within the State of California.

26 55. Accounting for employee turnover during the relevant periods necessarily increases
27 this number. Plaintiffs allege Defendants' employment records would provide information as to the
28

1 number and location of all Class Members. Joinder of all members of the proposed Class is not
2 practicable.

3 **B. Commonality**

4 56. There are questions of law and fact common to Class Members. These common
5 questions include, but are not limited to:

- 6 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
7 worked at a proper overtime rate of pay?
- 8 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
9 for all other time worked at the employee's regular rate of pay and a rate of pay that
10 is greater than the applicable minimum wage?
- 11 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
12 Class Members to take compliant meal periods?
- 13 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
14 with additional wages for missed or interrupted meal periods?
- 15 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
16 Class Members to take compliant rest periods?
- 17 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
18 with additional wages for missed rest periods?
- 19 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
20 Members upon termination or resignation all wages earned?
- 21 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
22 section 203?
- 23 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
24 Class Members with accurate wage statements?
- 25 J. Did Defendants fail to pay Class Members in a timely fashion as required under
26 Labor Code section 204?
- 27 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
28 section 17200, *et seq.*, by their unlawful practices as alleged herein?

1 L. Are Class Members entitled to restitution of wages under Business and Professions
2 Code section 17203

3 M. Are Class Members entitled to costs and attorneys' fees?

4 N. Are Class Members entitled to interest?

5 C. **Typicality**

6 57. The claims of Plaintiffs herein alleged are typical of those claims which could be
7 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
8 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
9 damages arising out of and caused by Defendants' common course of conduct in violation of laws
10 and regulations that have the force and effect of law and statutes as alleged herein.

11 D. **Adequacy of Representation**

12 58. Plaintiffs will fairly and adequately represent and protect the interest of Class
13 Members. Counsel who represent Plaintiffs are competent and experienced in litigating wage and
14 hour class actions.

15 E. **Superiority of Class Action**

16 59. A class action is superior to other available means for the fair and efficient
17 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
18 questions of law and fact common to Class Members predominate over any questions affecting only
19 individual Class Members. Class Members, as further described therein, have been damaged and
20 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
21 violation of the Labor Code at times, as set out herein.

22 60. Class action treatment will allow Class Members to litigate their claims in a manner
23 that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware
24 of any difficulties that are likely to be encountered in the management of this action that would
25 preclude its maintenance as a class action.

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 61. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 62. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 63. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
11 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

12 64. At all times relevant to this Complaint, Labor Code section 510 further provided that
13 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
14 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
15 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
16 pay.”

17 65. Four (4) years prior to the filing of the Complaint in this Action through the present,
18 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
19 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
20 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
21 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
22 actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

23 66. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
24 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
25 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
26 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
27 applicable IWC Wage Orders, and California law.

28 ///

67. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

68. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

69. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

70. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

71. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

72. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

73. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

74. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

1 75. At all relevant times, Plaintiffs and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

3 76. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
4 employ an employee for a work period of more than five (5) hours without a timely meal break of
5 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
6 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
7 per day without providing the employee with a second timely meal period of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties.

9 77. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
10 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
11 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
12 of compensation for each workday that the meal period is not provided.

13 78. For four (4) years prior to the filing of the Complaint in this Action through the
14 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
15 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
16 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
17 at the Class Member's regular rate of compensation on the occasions that Class Members were not
18 provided compliant meal periods.

19 79. By their failure to provide Plaintiffs and Class Members compliant meal periods as
20 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
21 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
22 violated the provisions of Labor Code section 512 and applicable Wage Orders.

23 80. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

26 81. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
28

1 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
2 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

3 **FOURTH CAUSE OF ACTION**

4 **(Failure to Provide Rest Periods – Against All Defendants)**

5 82. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 83. At all relevant times, Plaintiffs and Class Members were employees or former
8 employees of Defendants covered by applicable Wage Orders.

9 84. California law and applicable Wage Orders require that employers “authorize and
10 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
11 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
12 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
13 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
14 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
15 thirty (30) minutes of paid rest period.

16 85. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
17 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
18 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
19 regular rate of compensation for each work day that the rest period is not provided.

20 86. For four (4) years prior to the filing of the Complaint in this Action through the
21 present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete,
22 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
23 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
24 Member's regular rate of compensation on the occasions that Class Members were not authorized
25 or permitted to take compliant rest periods.

26 87. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
27 take rest periods contemplated by California law, and one (1) additional hour of pay at the
28 employee's regular rate of compensation for such unprovided rest periods, as alleged above,

1 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
2 Orders.

3 88. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
5 owed for rest periods that they were not authorized or permitted to take.

6 89. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
7 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
8 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
9 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

10 **FIFTH CAUSE OF ACTION**

11 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

12 90. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
13 preceding paragraphs as though fully set forth hereat.

14 91. At all relevant times, Plaintiffs and Class Members were employees or former
15 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
16 Wage Orders.

17 92. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
18 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
19 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
20 discharge immediately upon termination. Class Members who resigned were entitled to payment
21 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
22 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
23 unpaid at the time of resignation.

24 93. Plaintiffs are informed and believe, and based thereon allege, that in the three (3)
25 years before the filing of the Complaint in this Action through the present, Defendants, due to the
26 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
27 Members all wages earned prior to resignation or termination in accordance with Labor Code
28 sections 201 or 202.

94. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

95. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

96. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

97. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

98. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

99. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

100. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the address of the legal entity that is the employer, among other things.

1 101. Plaintiffs re informed and believe, and based thereon allege, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants failed to comply
3 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
4 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
5 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
6 all applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate; and address of the legal entity that is the employer, among other things.

8 102. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
9 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
10 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
11 provided wage statements that Defendants knew were not accurate.

12 103. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
13 suffered injury. The absence of accurate information on Class Members' wage statements at times
14 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
15 mathematical computations to determine the amount of wages owed; causes difficulty and expense
16 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
17 about wages and amounts deducted from wages to state and federal governmental agencies, among
18 other things.

19 104. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
20 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
21 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
22 pay period, not to exceed an aggregate \$4,000.00 per employee.

23 105. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
24 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
25 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
26 attorneys' fees, and costs of suit.

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

3 106. Plaintiffs reallege and incorporate each and every allegation set forth in the preceding
4 paragraphs and incorporate each by reference as though fully set forth hereat.

5 107. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

7 108. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
8 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
9 during which the labor was performed, and labor performed between the 16th and the last day,
10 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
11 month.”

12 109. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
13 independent and apart from, any other penalty provided in this article, every person who fails to pay
14 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
15 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
16 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
17 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
18 percent of the amount unlawfully withheld.”

19 110. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants employed policies
21 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
22 Labor Code section 204.

23 111. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
24 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
25 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
26 for each subsequent violation in connection with each payment that was made in violation of Labor
27 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

28 ///

1 112. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
2 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
3 penalties, interest, and their costs of suit, as well.

4 **EIGHTH CAUSE OF ACTION**

5 **(Violation of Labor Code § 2802 – Against All Defendants)**

6 113. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
7 preceding paragraphs as though fully set forth hereat.

8 114. Plaintiffs are informed and believe, and based thereon allege that the unlawful
9 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
10 and Professions Code section 17200. Plaintiffs are further informed and believe, and based thereon
11 allege that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs,
12 for at least four (4) years prior to the filing of this action and continuing to the present, Defendants
13 have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or
14 former employees within the State of California with the rights provided to them under the Healthy
15 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
16 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
17 advantage over other comparable companies doing business in the State of California that comply
18 with their obligations to compensate employees in accordance with the Labor Code.

19 115. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
20 Members have suffered injury in fact and lost money or property.

21 116. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
22 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
23 Code and requiring the establishment of appropriate and effective means to prevent further
24 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
25 including interest thereon, in which they had a property interest and which Defendants nevertheless
26 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
27 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
28 enriched by their failure to comply with the Labor Code.

1 117. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
2 Procedure section 1032 and interest under Civil Code section 3287.

3 **NINTH CAUSE OF ACTION**

4 **(Civil Penalties under Labor Code Private Attorneys' General Act of 2004 – Against All**
5 **Defendants)**

6 118. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
7 preceding paragraphs as though fully set forth hereat.

8 **Civil Penalties Under Labor Code § 210**

9 119. At all relevant times herein, Labor Code section 204, requires and required that:
10 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
11 between the 16th and 26th day of the month during which the labor was performed, and labor
12 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
13 between the 1st and 10th day of the following month.”

14 120. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
15 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
16 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
17 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
18 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
19 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
20 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

21 121. At all relevant times herein, Defendants have had a consistent policy or practice of
22 failing to pay Aggrieved Employees during their employment on a timely basis as per Labor Code
23 section 204. Thus, pursuant to Labor Code section 210, Aggrieved Employees are entitled to
24 recover civil penalties for Defendants’ violations of Labor Code section 204, in the amount of one
25 hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and
26 two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in
27 connection with each payment that was made in violation of Labor Code section 204.

28 ///

1 122. Plaintiffs do not seek to recover Plaintiffs' 25% share of civil penalties for the
2 particular Labor Code violation(s) that Plaintiffs experienced.

3 Civil Penalties Under Labor Code § 226.3

4 123. Defendants had and have a policy or practice of failing to comply with Labor Code
5 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
6 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
7 wages earned; the name and address of each employer with whom they have been placed to work;
8 all applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
10 entity securing the employer's services if the employer is a farm labor contractor; and other such
11 information as required by Labor Code section 226, subdivision (a).

12 124. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
13 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
14 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
15 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
16 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

17 125. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
18 this section are in addition to any other penalty provided by law."

19 126. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
20 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
21 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
22 deductions; all applicable hourly rates in effect and the corresponding number of hours worked at
23 each hourly rate in effect during the pay period; the legal name of the employer and/or the name and
24 address of the legal entity securing the employer's services if the employer is a farm labor contractor;
25 and other such information as required by Labor Code section 226, subdivision (a).

26 127. Pursuant to Labor Code section 226.3, Aggrieved Employees are entitled to recover
27 civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount
28 of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial

1 violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each
2 subsequent violation.

3 128. Plaintiffs do not seek to recover Plaintiffs' 25% share of civil penalties for the
4 particular Labor Code violation(s) that Plaintiffs experienced.

5 Violation of Labor Code § 558

6 129. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
7 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
8 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
9 penalty as follows:

10 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
11 pay period for which the employee was underpaid in addition to an amount sufficient
12 to recover underpaid wages;

13 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to
15 an amount sufficient to recover underpaid wages;

16 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

17 130. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
18 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
19 causing Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay
20 applicable to their employment, allowances claimed as part of the minimum wage, the regular
21 payday designated by employer, the name of the employer, including any "doing business as" names
22 used, the name, address, and telephone number of the workers' compensation insurance carrier,
23 information regarding paid sick leave, and other pertinent information.

24 131. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 558, Aggrieved Employees are entitled to recover civil penalties for
26 Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each
27 Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for
28 each Aggrieved Employee per pay period for each subsequent violation.

1 137. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
2 willfully failed to keep adequate or accurate time records including wage statements and similar
3 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
4 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
5 under Labor Code section 1174.

6 138. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 1174.5, Aggrieved Employees are entitled to recover civil penalties
8 for Defendants' herein-described Labor Code violations in the amount of five hundred dollars
9 (\$500) per violation per Aggrieved Employee.

10 139. Plaintiffs do not seek to recover Plaintiffs' 25% share of civil penalties for the
11 particular Labor Code violation(s) that Plaintiffs experienced.

12 Violation of Labor Code § 1197.1

13 140. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays
15 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
16 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows:

19 (1) For any initial violation that is intentionally committed, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the employee
21 is underpaid. This amount shall be in addition to an amount sufficient to recover
22 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
23 applicable penalties imposed pursuant to Section 203.

24 (2) For each subsequent violation for the same specific offense, two hundred fifty
25 dollars (\$250) for each underpaid employee for each pay period for which the
26 employee is underpaid regardless of whether the initial violation is intentionally
27 committed. This amount shall be in addition to an amount sufficient to recover
28

1 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
2 applicable penalties imposed pursuant to Section 203.

3 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
4 Section 203, recovered pursuant to this section shall be paid to the affected
5 employee.”

6 141. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
7 Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation,
8 routinely failing to pay Aggrieved Employees’ minimum wages for all hours worked or otherwise
9 under Defendants’ control due to, without limitation, routinely failing to accurately track and/or pay
10 for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight
11 pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of
12 pay; engaging, suffering, or permitting employees to work off the clock, entitling Plaintiffs and other
13 Aggrieved Employees to actual and liquidated damages.

14 142. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1197.1, Aggrieved Employees are entitled to recover civil penalties
16 for Defendants’ herein-described Labor Code violations in the amount one hundred dollars (\$100)
17 for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty
18 dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

19 143. Plaintiffs do not seek to recover Plaintiffs’ 25% share of civil penalties for the
20 particular Labor Code violation(s) that Plaintiffs experienced.

21 Civil Penalties Under Labor Code § 2699

22 144. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
23 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
24 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
25 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
26 action brought by an aggrieved employee on behalf of himself or herself and other current or former
27 employees pursuant to the procedures specified in Labor Code section 2699.3.

28 ///

145. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

146. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the name of the employer, including “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5, failing to provide Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California and local laws.

147. Moreover, Aggrieved Employees within the State of California are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

148. Plaintiffs do not seek to recover Plaintiffs' 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiffs experienced.

DEMAND FOR JURY TRIAL

149. Plaintiffs demand a trial by jury on all causes of action contained herein.

PRAYER

WHEREFORE, on behalf of Plaintiffs, Class Members, and Aggrieved Employees, Plaintiffs pray for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs' counsel as class counsel;

- 1 C. Damages for all wages earned and owed, including minimum and overtime
2 wages under Labor Code sections 510, 1194, 1197, 1199, and 227.3;
- 3 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 4 E. Damages for unpaid premium wages from missed meal and rest periods
5 under, among other Labor Code sections, 512, 558.1 and 226.7;
- 6 F. Penalties for inaccurate wage statements under Labor Code sections 226,
7 subdivision (e) and 558.1;
- 8 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 9 H. Damages under Labor Code sections 2802;
- 10 I. Damages under Labor Code section 404
- 11 J. Preliminary and permanent injunctions prohibiting Defendants from further
12 violating the California Labor Code and requiring the establishment of
13 appropriate and effective means to prevent future violations;
- 14 K. Restitution of wages and benefits due which were acquired by means of any
15 unfair business practice, according to proof
- 16 L. Restitution of wages and benefits due which were acquired by means of any
17 unfair business practice, according to proof;
- 18 M. Prejudgment and post-judgment interest at the maximum rate allowed by
19 law;
- 20 N. For attorneys' fees in prosecuting this action;
- 21 O. An award of civil penalties pursuant to Labor Code sections 210, 226.3,
22 558, 1174.5, 1197.1, 2699, and 2802, and all other applicable sections listed
23 *infra*;
- 24 P. An award of reasonable attorneys' fees and costs pursuant to Labor Code
25 sections 210, 226.3, 558, 1174.5, 1197.1, 2699, 2802, and all other
26 applicable sections listed *infra*;
- 27 Q. Pre-judgment and post-judgment interest;

28 ///

- 1 R. For costs of suit incurred herein; and
2 S. Such other and further relief as the Court deems just and proper.

3
4 Dated: July 22, 2025

BIBIYAN LAW GROUP, P.C.

5
6 BY: /s/ Brandon M. Chang

7 DAVID D. BIBIYAN

8 VEDANG J. PATEL

9 BRANDON M. CHANG

10 Attorneys for Plaintiffs MICHEL'LE GERALDINE
11 BANKHEAD and JOSE GUADALUPE
12 HERNANDEZ on behalf of herself and all others
13 similarly situated

14
15 Dated: July 22, 2025

JOSE GARAY, APLC

16
17 BY: /s/ Jose Garay

18 JOSE GARAY

19 Attorneys for Plaintiffs MICHEL'LE GERALDINE
20 BANKHEAD and JOSE GUADALUPE
21 HERNANDEZ on behalf of herself and all others
22 similarly situated
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, CA 90024

On July 30, 2025, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served electronically via Case Anywhere to the following parties:

FOX ROTHSCHILD LLP

NANCY YAFFE
STEVEN GALLAGHER
10250 Constellation Boulevard, Suite 900
Los Angeles, California 90067
Telephone: (310) 598-4150 Facsimile: (310) 556-9828
NYaffe@FoxRothschild.com
StevenGallagher@foxrothschild.com

Attorneys for Defendants, CRESTLINE HOTELS & RESORTS – LOS ANGELES, INC.,
and CRESTLINE HOTELS & RESORTS, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Executed on July 30, 2025, at Los Angeles, California.

/s/ Araceli Marquez
Araceli Marquez