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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

GEOFFREY BRAND, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

PACIFIC CITY OPERATIONS, LLC DBA
PASEA HOTEL & SPA, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01415965-CU-OE-CXC

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Civil Penalties Under the Private
Attorneys General Act (Cal. Lab. Code
§§ 2699, et seq.);

DEMAND FOR JURY TRIAL

Plaintiff GEOFFREY BRAND (“Plaintiff”), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants PACIFIC CITY OPERATIONS, LLC DBA PASEA HOTEL & SPA and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to pay all tips earned.

2. Plaintiff brings this sole Cause of Action as a representative action under the California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to Plaintiff, the State of California, and past and present hourly-paid or non-exempt employees employed by Defendants in the State of California during the statute of limitations period for his PAGA claim (hereinafter referred to as the “Aggrieved Employees”).

3. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Orange County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

4. Despite these requirements, throughout the statutory period, Defendants maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing

1 to pay an additional hour's pay for each workday a meal period violation
2 occurred;

3 (c) Failing to authorize and permit employees to take timely and duty-free rest
4 periods in compliance with the California Labor Code and IWC Wage
5 Orders, and failing to pay an additional hour's pay for each workday a rest
6 period violation occurred;

7 (d) Willfully failing to pay employees all expenditures, minimum wages,
8 straight time wages, overtime wages, meal period premium wages, and rest
9 period premium wages due within the time period specified by California
10 law when employment terminates;

11 (e) Failing to provide employees with accurate, itemized wage statements
12 containing all the information required by the California Labor Code and
13 IWC Wage Orders;

14 (f) Failing to indemnify employees for expenditures incurred in direct discharge
15 of duties of employment; and

16 (g) Failing to pay employees for all tips earned.

17 5. On information and belief, Defendants, and each of them were on actual and
18 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
19 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
20 willful and deliberate.

21 6. At all relevant times, Defendants were and are legally responsible for all of the
22 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
23 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
24 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
25 "respondeat superior."

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1 **THE PARTIES**

2 **A. Plaintiff**

3 7. Plaintiff GEOFFREY BRAND is a California resident who worked for Defendants
4 in Orange County, California as an hourly-paid, non-exempt employee in the position of a server
5 from approximately June 2024 to approximately July 2024.

6 8. Plaintiff reserves the right to seek leave to amend this complaint to add new
7 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
8 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9 **B. Defendants**

10 9. Plaintiff is informed and believes, and based upon that information and belief
11 alleges, that Defendant PACIFIC CITY OPERATIONS, LLC DBA PASEA HOTEL & SPA is,
12 and at all times herein mentioned, was:

- 13 (a) An entity qualified to do business and actually conducting business in
14 numerous counties throughout the State of California, including in Orange
15 County; and,
16 (b) The former employer of Plaintiff, the current and/or former employer of the
17 Aggrieved Employees because Defendant PACIFIC CITY OPERATIONS,
18 LLC DBA PASEA HOTEL & SPA suffered and permitted Plaintiff and the
19 Aggrieved Employees to work, and/or controlled their wages, hours, or
20 working conditions.

21 10. Plaintiff does not know the true names or capacities of the persons or entities sued
22 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
23 of the Doe Defendants was in some manner legally responsible for the damages suffered by
24 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
25 set forth the true names and capacities of these Defendants when they have been ascertained,
26 together with appropriate charging allegations, as may be necessary.

27 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
28 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

1 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
2 California.

3 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
4 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
5 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
6 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant
7 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
8 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some
9 or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint
10 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
11 to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and
12 believes and thereon alleges that each Defendant acted pursuant to and within the scope of the
13 relationships alleged above, that each Defendant knew or should have known about, and
14 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
15 Defendants.

16 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

17 13. Plaintiff worked for Defendants as an hourly-paid, non-exempt employee. During
18 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
19 him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least eight
20 hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than
21 forty (40) hours in a workweek.

22 14. Throughout Plaintiff's employment, Defendants, at times, failed to pay for all hours
23 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with
24 legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed
25 to timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to
26 furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and
27 failed to pay Plaintiff for all tips earned. As discussed below, Plaintiff's experience working for
28 Defendants was typical and illustrative.

1 15. Throughout the statutory period, Defendants maintained a policy and practice of not
2 paying Plaintiff and the Aggrieved Employees, or some of them, for all hours worked, including
3 minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved
4 Employees to work “off-the-clock,” uncompensated. Some of this unpaid work should have been
5 paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
6 accurate records of the hours Plaintiff and the Aggrieved Employees worked.

7 16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
8 and the Aggrieved Employees, or some of them, with legally compliant meal periods. Defendants
9 regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of
10 five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal
11 period for every five hours of work, or without compensating Plaintiff and the Aggrieved
12 Employees for meal periods that were not provided by the end of the fifth hour of work or tenth
13 hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved
14 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
15 be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff
16 and the Aggrieved Employees permission to take a meal period. Defendants also never informed
17 Plaintiff of his right to, nor permitted him to take, a second meal period when Plaintiff worked at
18 least ten hours of work in a workday. Accordingly, Defendants’ policy and practice was not to
19 provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

20 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
21 and permit Plaintiff and the Aggrieved Employees, or some of them, to take legally compliant rest
22 periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to
23 work in excess of four consecutive hours a day without Defendants authorizing and permitting
24 them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or
25 major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for
26 rest periods that were not authorized or permitted. Instead, Defendants continued to assert control
27 over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to
28 perform work tasks which could not be completed without working in lieu of taking mandatory

rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

18. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff and the Aggrieved Employees, or some of them, all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, tips earned, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to him by Defendants at the conclusion of his employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when his employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and the Aggrieved Employees.

19. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;

- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (h) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (i) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

20. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, of work attire.

21. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

22. Throughout the statutory period, Defendants have converted the property of

1 Plaintiff and the Aggrieved Employees by willfully failing to pay Plaintiff and the Aggrieved
2 Employees all earned tips and gratuities.

3 **FIRST CAUSE OF ACTION**

4 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
5 **2004, Cal. Lab. Code § 2698 et seq.))**

6 23. Plaintiff incorporates by reference and re-alleges as if fully stated herein.

7 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
8 State of California and the applicable Industrial Welfare Commission Orders.

9 25. California Labor Code § 2699(a) specifically provides for a private right of action
10 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
11 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
14 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
15 former employees pursuant to the procedures specified in Section 2699.3.”

16 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor
17 Code § 2699.3. On September 23, 2024, Plaintiff gave written notice by online filing to the Labor
18 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
19 of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved
20 employees, including the facts and theories to support the violations. Plaintiff also paid the filing
21 fee.

22 27. The Labor and Workforce Development Agency has not indicated that it intends to
23 investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may
24 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
25 the violations of the Labor Code described in this Complaint. These penalties include, but are not
26 limited to, penalties under California Labor Code §§ 210, 226.3, 226.7, 354, 510, 512, 1174.5,
27 1197.1, and 2699.

28. In addition, Plaintiff seeks penalties for Defendants' violation of *Labor Code* § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

29. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods, and accurate records showing when employees begin and end each work period. Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

30. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

31. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699 (g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

32. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages) failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, failing to pay all final wages to terminated employees, and failing to maintain accurate records of all hours worked;

33. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

34. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

35. For such other and further relief as the Court may deem equitable and appropriate.

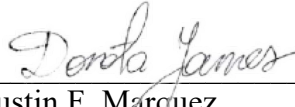
As to all Causes of Action

36. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: November 27, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Arsiné Grigoryan
Dorota A. James

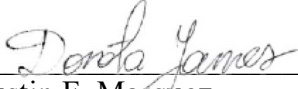
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: November 27, 2024

WILSHIRE LAW FIRM

By: 
Justin F. Marquez
Arsiné Grigoryan
Dorota A. James

Attorneys for Plaintiff

PROOF OF SERVICE

Geoffrey Brand v. Pacific City Operations, LLC DBA Pasea Hotel & Spa
30-2024-01415965-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Dariane Rose, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is dariane.rose@wilshirelawfirm.com.

On November 27, 2024, I served the foregoing **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by the following method of service:

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Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on November 27, 2024, at Los Angeles, California.


Dariane Rose