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ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

11/27/2024
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CGC-24-620166

ANA BATRES VANEGAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

STONEBRIDGE HOSPITALITY ASSOCIATES,
LLC, a limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code §§ 2698, *et seq.*].

DEMAND FOR JURY TRIAL

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1 Plaintiff Ana Batres Vanegas (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Stonebridge Hospitality Associates,
6 LLC and DOES 1 through 10 (collectively referred to as “Defendants”).

7 2. Plaintiff brings this action against Defendants for civil penalties under the Private
8 Attorneys General Act of 2004 (“PAGA”), California Labor Code §§ 2698, *et. seq.*, stemming
9 from their failure to pay minimum wages; pay overtime compensation; provide meal periods or
10 compensation in lieu thereof; maintain accurate records of hours worked and meal periods;
11 authorize and permit rest breaks or compensation in lieu thereof; indemnify necessary business
12 expenses; timely pay all wages to terminated employees; and provide accurate itemized wage
13 statements. Plaintiff does not seek to recover anything other than civil penalties under PAGA.
14 Therefore, to the extent statutory violations are mentioned for wage violations, Plaintiff does not
15 seek underlying general and/or special damages for those violations, restitution, or other damages.

16 3. Plaintiff brings this action as a representative action as an individual, on behalf of
17 herself, and as a representative, on behalf of the State of California and all past and present non-
18 exempt, hourly-paid employees of Defendants who worked in California during the applicable
19 statute of limitations period (collectively, the “Aggrieved Employees”).

20 4. For over fifty years, California courts have recognized that California wage-and-
21 hour laws serve the compelling public interest of fostering a stable job market. On this basis,
22 California courts have observed that violation of California wage-and-hour laws permeates all
23 economic strata and can destabilize the economic welfare of those employees who depend on the
24 timely and accurate payment of all entitled wages, premiums, and reimbursements. So fundamental
25 are California wage-and-hour laws that the Legislature has criminalized certain types of violations
26 and extended additional deterrent protection in the form of PAGA, which allows employees to step
27 into the shoes of the state to allege civil penalties against their respective employer. This is the
28 precise and sole nature of this Action.

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

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

- 8 (a) Failing to pay employees for all hours worked, including all minimum and
9 overtime wages, in compliance with the California Labor Code and IWC
10 Wage Orders;
- 11 (b) Failing to provide employees with timely and duty-free meal periods,
12 maintain accurate records of all meal periods taken or missed, and pay an
13 additional hour’s pay for each workday a meal period violation occurred, in
14 compliance with the California Labor Code and IWC Wage Orders;
- 15 (c) Failing to authorize and permit employees to take timely and duty-free rest
16 periods and pay an additional hour’s pay for each workday a rest period
17 violation occurred, in compliance with the California Labor Code and IWC
18 Wage Orders;
- 19 (d) Failing to indemnify employees for necessary business expenses incurred, in
20 compliance with the California Labor Code and IWC Wage Orders;
- 21 (e) Willfully failing to pay employees all minimum wages, overtime wages,
22 meal period premium wages, and rest period premium wages due within the
23 time period specified by California law when employment terminates;
- 24 (f) Failing to maintain accurate records of the hours that employees worked, in
25 compliance with the California Labor Code and IWC Wage Orders; and
- 26 (g) Failing to provide employees with accurate, itemized wage statements
27 containing all the information required by the California Labor Code and
28 IWC Wage Orders.

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

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

9. Plaintiff is a California resident who worked for Defendants in the County of San Francisco, State of California, as a Supervisor from approximately August 2000 to May 2024.

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

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are and were, at all relevant times herein:

- (a) Business entities with their principal places of business in San Francisco, California;
- (b) Business entities conducting business in numerous counties throughout the State of California, including in San Francisco County;
- (c) The former employers of Plaintiff;
- (d) The current and/or former employers of the putative Class and Aggrieved Employees, who suffered and permitted Plaintiff and the Aggrieved Employees to work and/or controlled their wages, hours, or working conditions; and

1 (e) The joint employers of Plaintiff and the Aggrieved Employees.

2 12. Plaintiff does not currently know the true names or capacities of the persons or
3 entities sued herein as DOES 1-10, inclusive, and therefore sues said Defendants by such fictitious
4 names. Each DOE Defendant was in some manner legally responsible for the damages suffered by
5 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
6 forth the true names and capacities of these Defendants when they have been ascertained, together
7 with appropriate charging allegations, as may be necessary.

8 13. At all times mentioned herein, the Defendants named as DOES 1-10, inclusive, and
9 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
10 injured a significant number of Plaintiff and the Aggrieved Employees in the State of California.

11 14. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
12 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
13 other employees described herein and exercised control over their wages, hours, and working
14 conditions.

15 15. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
16 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
17 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
18 interest of some or all of the other Defendants, and was engaged with some or all of the other
19 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
20 other Defendants so as to be liable for their conduct with respect to the matters alleged below.

21 16. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
22 Defendant acted pursuant to and within the scope of the relationships alleged above and that each
23 Defendant knew or should have known about, and authorized, ratified, adopted, approved,
24 controlled, aided, and abetted the conduct of all other Defendants.

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

26 17. Plaintiff is a California resident who worked for Defendants in the County of San
27 Francisco, State of California, as a Supervisor during the statutory period. Plaintiff was typically
28

1 scheduled to work at least five (5) days in a workweek and typically in excess of eight (8) hours in
2 a single workday.

3 18. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
4 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
5 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
6 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final
7 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
8 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
9 Defendants was typical and illustrative.

10 19. Throughout the statutory period, Defendants maintained a policy and practice of
11 failing to pay Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
12 wages. Plaintiff and the Aggrieved Employees were not paid all overtime hours worked. Plaintiff
13 and the Aggrieved Employees were required to work "off-the-clock" and uncompensated. For
14 example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into
15 work, "off-the-clock" and uncompensated. Also, Plaintiff and the Aggrieved Employees were
16 sometimes required to prepare materials prior to clocking into work, "off-the-clock" and
17 uncompensated. Also, Plaintiff and the Aggrieved Employees were often required to clock out and
18 continue to assist clients/customers, "off-the-clock" and uncompensated. Also, Plaintiff and the
19 Aggrieved Employees were sometimes interrupted during their meal breaks, without compensation.
20 Also, Plaintiff and the Aggrieved Employees received different types of remuneration. However,
21 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay,
22 meal break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiff and
23 the Aggrieved Employees.

24 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
25 and the Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not
26 always, required Plaintiff and the Aggrieved Employees to work in excess of five (5) consecutive
27 hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for
28 every five (5) hours of work, or without compensating Plaintiff and the Aggrieved Employees for

1 meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
2 Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to
3 take a meal period by the end of the fifth hour of work, or, for shifts greater than ten (10) hours, by
4 the end of the tenth hour of work. Plaintiff and the Aggrieved Employees were sometimes required
5 to work during their meal periods, leading to the failure to provide uninterrupted meal periods.
6 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the
7 Aggrieved Employees in compliance with California law.

8 21. Throughout the statutory period, Defendants wrongfully failed to authorize and
9 permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
10 Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in
11 excess of four (4) consecutive hours a day without Defendants authorizing and permitting them to
12 take a 10-minute, continuous and uninterrupted, rest period for every four (4) hours of work (or
13 major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for
14 rest periods that were not authorized or permitted. Defendants also did not adequately inform
15 Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants
16 did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and
17 the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
18 timing of rest periods. Defendants also did not have adequate policies or practices to verify
19 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
20 Defendants did not maintain accurate records of employee work periods, and therefore Defendants
21 cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle
22 of each work period. Accordingly, Defendants' policy and practice was to not authorize and permit
23 Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

24 22. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
25 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
26 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees were
27 required to purchase specific types of clothing for work, and were required to use their cellular
28 telephones for work purposes, for communication and to send photographs.

1 23. Throughout the statutory period, Defendants willfully failed and refused to timely
2 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for all
3 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
4 Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final paychecks
5 immediately upon termination.

6 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
7 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates
8 and all gross and net wages earned (including correct hours worked, correct wages earned for hours
9 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
10 accordance with California law, correct wages for rest periods that were not authorized and
11 permitted to take in accordance with California law, and Defendant's address). Further, the wage
12 statements do not show Defendant's address as required by California law. As a result of these
13 violations of California Labor Code § 226(a), Plaintiff and the Aggrieved Employees suffered
14 injury because, among other things:

- 15 (a) the violations led them to believe that they were not entitled to be paid
16 minimum wages, overtime wages, meal period premium wages, and rest
17 period premium wages to which they were entitled, even though they were
18 entitled;
- 19 (b) the violations led them to believe that they had been paid the minimum,
20 overtime, meal period premium, and rest period premium wages, even
21 though they had not been;
- 22 (c) the violations led them to believe they were not entitled to be paid minimum,
23 overtime, meal period premium, and rest period premium wages at the
24 correct California rate, even though they were;
- 25 (d) the violations led them to believe they had been paid minimum, overtime,
26 meal period premium, and rest period premium wages at the correct
27 California rate, even though they had not been;
- 28

- 1 (e) the violations hindered them from determining the amounts of minimum,
2 overtime, meal period premium, and rest period premium owed to them;
3 (f) in connection with their employment before and during this action, and in
4 connection with prosecuting this action, the violations caused them to have
5 to perform mathematical computations to determine the amounts of wages
6 owed to them, computations they would not have to make if the wage
7 statements contained the required accurate information;
8 (g) by understating the wages truly due them, the violations caused them to lose
9 entitlement and/or accrual of the full amount of Social Security, disability,
10 unemployment, and other governmental benefits; and
11 (h) the wage statements inaccurately understated the wages, hours, and wages
12 rates to which Plaintiff and the Aggrieved Employees were entitled, and
13 Plaintiff and the Aggrieved Employees were paid less than the wages and
14 wage rates to which they were entitled.

15 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in
16 California Labor Code § 226(e), including actual damages.

17 **FIRST CAUSE OF ACTION**

18 **(Against All Defendants for Civil Penalties Under the**

19 **Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et. seq.*)**

20 25. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
21 fully set forth herein.

22 26. At all times herein mentioned, Defendants were subject to the California Labor
23 Code and applicable IWC Orders. California Labor Code § 2699(a) specifically provides for a
24 private right of action to recover penalties for violations of the Labor Code:

25 “Notwithstanding any other provision of law, any provision of this code that provides for a
26 civil penalty to be assessed and collected by the Labor and Workforce Development
27 Agency or any of its departments, divisions, commissions, boards, agencies, or employees,
28 for a violation of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of the employee and other current or former
employees against whom a violation of the same provision was committed pursuant to the
procedures specified in Section 2699.3.”

1 27. Plaintiff exhausted her administrative remedies pursuant to California Labor Code §
2 2699.3. On September 22, 2024, she gave written notice by online filing to the Labor and
3 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
4 provisions of the Labor Code that Defendants violated against Plaintiff and certain current and
5 former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff
6 also paid the filing fees. Plaintiff’s PAGA case number is LWDA-CM-1052023-24.

7 28. More than sixty-five (65) days have elapsed since Plaintiff provided notice, but the
8 LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed
9 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
10 Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described in this
11 Complaint. These penalties include, but are not limited to, penalties under California Labor Code
12 §§ 1194, 2802, 226, and 2699(f)(2).

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

21 30. During the time period of employment for Plaintiff and the Aggrieved Employees,
22 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
23 maintain accurate records showing meal periods. Defendants’ failure to provide and maintain
24 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
25 Employees the ability to know, understand and question the accuracy and frequency of meal
26 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
27 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
28 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,

1 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
2 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under
3 state law, all to their respective damage in amounts according to proof at trial. Because of
4 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
5 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
6 from knowing, understanding, and disputing the wage payments paid to them.

7 31. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of
8 civil penalties on behalf of herself, the State of California, and all Aggrieved Employees. The exact
9 amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.
10 These penalties are in addition to all other remedies permitted by law. In addition, Plaintiff seeks
11 an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1),
12 which states, "Any employee who prevails in any action shall be entitled to an award of reasonable
13 attorney's fees and costs."

14 **PRAYER FOR RELIEF**

15 Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, prays
16 for relief and judgment against Defendants, jointly and severally, as follows:

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

22 2. That the Court award civil penalties on behalf of all Aggrieved Employees, pursuant
23 to PAGA;

24 3. That the Court award pre-judgment and post-judgment interest at the maximum rate
25 allowed;

26 4. That the Court award attorneys' fees and costs reasonably incurred;

27 5. That the Court award injunctive and declaratory relief to the extent allowed by
28 PAGA; and

6. That the Court award such other and further relief that the Court deems proper.

Dated: November 27, 2024

Respectfully submitted,

MOON LAW GROUP, P.C.

By: /s/ Kane Moon

Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

Attorneys for Plaintiff, Ana Batres Vanegas

DEMAND FOR JURY TRIAL

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

Dated: November 27, 2024

MOON LAW GROUP, P.C.

By: /s/ Kane Moon

Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

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