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Superior Court of California,
County of Alameda

04/25/2025 at 07:02:43 PM

By: Milagros Cortez,
Deputy Clerk

Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Poya Ghasri (SBN 268119)
poya@marqueelaw.com
Alex Purcell (SBN 347862)
alex@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone
(310) 275-1801 fax

Attorneys for Plaintiff
SARA KERN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

SARA KERN, as a private attorney general
on behalf of the State of California and all
Aggrieved Employees,

Plaintiff,

vs.

HOTELENGINE, INC., a corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: **25CV120548**

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, et seq.)**

UNLIMITED CIVIL CASE

1 Plaintiff Sara Kern (“Plaintiff”), on behalf of herself, all other Aggrieved Employees, and
2 the State of California, hereby brings this Representative Action Complaint (“Complaint”) against
3 HotelEngine, Inc. and DOES 1 to 100, inclusive (collectively, “Defendants”), and on information
4 and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself, all other Aggrieved Employees, and the State of
7 California, hereby brings this Complaint for recovery of civil penalties and injunctive relief under
8 the Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Welfare
9 Commission Wage Order 4 (“Wage Order 4”). The monetary damages that Plaintiff seeks exceed
10 this Court’s jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§
13 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in
14 Alameda County. Defendants own, maintain offices, transact business, employ employees, have
15 an agent or agents within Alameda County, and/or otherwise are found within Alameda County,
16 and Defendants are within the jurisdiction of this Court for purposes of service of process.

17 **PARTIES**

18 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
19 Plaintiff was, and currently is, a California resident. Plaintiff was employed by Defendants within
20 the statute of limitations periods applicable to each cause of action pled herein.

21 4. Plaintiff is informed and believes, and based thereon alleges, that within the statute
22 of limitations period applicable to each cause of action pled herein and continuing to the present,
23 Defendants did (and continue to do) business as a technology company specializing in connecting
24 businesses with lodging partners, and employed Plaintiff and other employees within Alameda
25 County and the state of California and, therefore, were (and are) doing business in Alameda
26 County and the State of California.

27 5. Plaintiff does not know the true names or capacities, whether individual, partner,
28 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said

1 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
2 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
3 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
4 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
5 and proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
6 employment practices, wrongs, injuries and damages complained of herein.

7 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
8 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

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

16 8. At all relevant times, Defendants, and each of them, were members of and engaged
17 in a joint venture, partnership, and common enterprise, and acted within the course and scope of
18 and in pursuance of said joint venture, partnership, and common enterprise. Further, all
19 Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

20 **REPRESENTATIVE ACTION ALLEGATIONS**

21 9. As noted above, Defendants are a technology company specializing in connecting
22 businesses with lodging partners. Plaintiff was employed by Defendants as a copywriter from
23 approximately November 2022 until approximately April 2024.

24 10. During Plaintiff's employment with Defendants, Plaintiff and other Aggrieved
25 Employees were not paid timely pursuant to Labor Code § 204. Specifically, Defendants
26 generally paid employee wages at least 8 days after the end of the pay period. For example, for
27 the pay period of November 22 – December 7, 2023, Defendants paid Plaintiff's wages on
28 December 15, 2023 (i.e., 8 days after the end of the pay period). As another example, for the pay

1 period of January 8-21, 2024, Defendants paid Plaintiff's wages on January 31, 2024 (i.e., 10
2 days after the end of the pay period). On information and belief, all of Defendants' employees in
3 California (exempt and non-exempt) have been paid by Defendants in the same manner.

4 11. The above practice violates Labor Code § 204, which mandates that all wages earned
5 in the first 15 days of the month be paid by the 26th day of that month, and that all wages earned
6 from the 16th through the last day of the month be paid by the 10th day of the following month.
7 That section further provides that an employer can comply with Section 204 if it pays its
8 employees no later than 7 days after the end of the pay period. As demonstrated above, Defendants
9 do not pay their employees within 7 days of the end of the pay period, and this has resulted in
10 violations of Labor Code § 204. In the examples provided above, for instance, Plaintiff's and
11 other Aggrieved Employees' wages earned between November 22 and November 30, 2023 were
12 not paid by December 10, 2023; and Plaintiff's and other Aggrieved Employees' wages earned
13 between January 8 and January 15, 2024 were not paid by January 26, 2024.

14 12. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 continue to pay their California employees, including all Aggrieved Employees, in this manner
16 in violation of Labor Code § 204.

17 13. Defendants have also failed to reimburse Plaintiff and other Aggrieved Employees
18 for expenses incurred in the course of their employment. Specifically, Defendants required
19 Plaintiff to use her personal cell phone to communicate with her bosses and colleagues about
20 work. Plaintiff was also required to download a number of applications onto her cellphone for
21 work, including Outlook, Slack, Zoom, Paycom, and Sigma. Plaintiff needed to use her personal
22 cell phone throughout her regular workdays for work-related communications, and also needed
23 her personal cell phone to remain readily available outside of her regular workdays, as she was
24 instructed to watch for communications from leadership during the weekends and to be able to
25 promptly respond to any such communications. Plaintiff also had to use her personal internet
26 service account for work. Plaintiff is informed and believes, and based thereon alleges, that
27 Defendants have likewise required other Aggrieved Employees to incur these and/or other work-
28 related expenses. Despite requiring Plaintiff and other Aggrieved Employees to use their personal

property for work-related purposes, Defendants have failed to reimburse Plaintiff and other Aggrieved Employees for their personal expenses, including any portion of their monthly cell phone bills and/or of their monthly internet bills.

14. For purposes of this Complaint, “Aggrieved Employees” refers to all of Defendants’ current and former employees (exempt and non-exempt) who have worked for Defendants in California at any time from September 18, 2023 through the date that judgment is entered in this action or any alternative date agreed upon by the parties and/or approved by the Court.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

16. Defendants have committed Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff is an “aggrieved employee” within the meaning of the PAGA and, acting on behalf of herself, other Aggrieved Employees, and the State of California, brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees against whom one or more of the violations has been committed, and the State of California according to proof, pursuant to Labor Code § 2699 *et seq.*, based on the following Labor Code violations:

- a. Failing to timely pay Plaintiff’s and other Aggrieved Employees’ wages during their employment, in violation of Labor Code § 204 *et seq.*
- b. Failing to reimburse or indemnify Plaintiff and other Aggrieved Employees for work-related expenses, in violation of Labor Code §§ 2802 and 2804.

17. On or about September 18, 2024, Plaintiff notified Defendant HotelEngine, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under PAGA with respect to violations of the California Labor Code identified in Paragraph 15(a)-(b) above. Now that sixty-five (65) days have passed from Plaintiff’s

1 notifying Defendants and the LWDA of these violations,¹ Plaintiff has exhausted her
2 administrative requirements for bringing a claim under the PAGA with respect to these violations.

3 18. Plaintiff was compelled to retain counsel to file this court action to protect her
4 interests and other Aggrieved Employees' interests, and to assess and collect civil penalties owed
5 by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to
6 recover under Labor Code § 2699(k).

7 **PRAYER**

8 WHEREFORE, Plaintiff prays for judgment for herself, the State of California, other
9 Aggrieved Employees, and for all others on whose behalf this suit is brought against Defendants,
10 jointly and severally, as follows:

11 19. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
12 Employees, and the State of California according to proof pursuant to Labor Code § 2699, *et seq.*

13 20. For injunctive relief pursuant to Labor Code § 2699(e)(1);

14 21. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
15 2699(k) and Code of Civil Procedure § 1021.5; and

16 22. For such other and further relief the Court may deem just and proper.

17
18 Dated: April 25, 2025

Respectfully submitted,
MARQUEE LAW GROUP, APC

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20 By:


Tuvia Korobkin
Attorneys for Plaintiff

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¹ The parties entered into a tolling agreement that tolled Plaintiff's claims through April 25, 2025.