

1 RICHARD E. QUINTILONE II (SBN 200995)  
2 ALVIN B. LINDSAY (SBN 220236)  
3 **QUINTILONE & ASSOCIATES**  
4 22974 EL TORO ROAD, SUITE 100  
5 LAKE FOREST, CA 92630-4961  
6 TELEPHONE: (949) 458-9675  
7 FACSIMILE: (949) 458-9679  
8 E-MAIL: [REQ@QUINTLAW.COM](mailto:REQ@QUINTLAW.COM); [ABL@QUINTLAW.COM](mailto:ABL@QUINTLAW.COM)

*AB005  
90071*

**FILED**  
Superior Court of California  
County of Los Angeles  
OCT 07 2015

Sherri R. Carter, Executive Officer/Clerk  
By Judi Lara, Deputy

*DEPT. 322  
WILLIAM F.  
HIGHTBORNER*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

**BY FAX**

**BC 5 97 152**

11 ERICA THOMPSON, on behalf of herself and  
12 on behalf of a Class of all other persons  
13 similarly situated

13 Plaintiff,

14 v.

15 THE STANDARD HOTEL, an unknown  
16 business entity; HOTELSAB DOWNTOWN  
17 EMPLOYEES LLC, a California Limited  
18 Liability Company; STANDARD  
19 DOWNTOWN EMPLOYER LLC, a California  
20 Limited Liability Company; AB HOLDINGS,  
21 an unknown business entity; ANDRE BALAZS  
22 PROPERTIES an unknown business entity and  
23 DOES 1 through 100, inclusive,

21 Defendants.

Case No.:

CLASS ACTION

Assigned For All Purposes To:

Hon.

Dept.:

**CLASS ACTION COMPLAINT FOR:**

1. FAILURE TO PAY WAGES INCLUDING OVERTIME COMPENSATION;
2. FAILURE TO PROVIDE MEAL PERIODS;
3. FAILURE TO PROVIDE REST PERIODS;
4. FAILURE TO PROVIDE ITEMIZED STATEMENTS;
5. FAILURE TO PAY WAGES FOR HOURS WORKED;
6. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT; and
7. UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES

**DEMAND FOR JURY TRIAL**

CITY/CASE #: BC597152  
LEA/DEF#:  
RECEIPT #: CHS20872133  
DATE PAID: 10/07/15 04:14 PM  
PAYMENT: \$1,435.00 310  
RECEIVED:  
CHECK: \$1,435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

10 / 07 / 2015

1 All allegations in this Class Action Complaint are based upon information and belief except for  
2 those allegations, which pertain to the PLAINTIFF and her counsel. Each allegation in this Complaint  
3 either has evidentiary support or is likely to have evidentiary support after discovery. PLAINTIFF ERICA  
4 THOMPSON, on behalf of herself and all others similarly situated, complain of DEFENDANTS, and each  
5 of them, and for causes of action allege:

6 **1. INTRODUCTION**

7 1. This is a class action, pursuant to California Code of Civil Procedure § 382, on behalf of  
8 Plaintiff and all non-exempt employees employed by, or formerly employed by, THE STANDARD  
9 HOTEL, an unknown business entity; HOTELSAB DOWNTOWN EMPLOYEES LLC, a California  
10 Limited Liability Company; STANDARD DOWNTOWN EMPLOYER LLC, a California Limited  
11 Liability Company; AB HOLDINGS, an unknown business entity; ANDRE BALAZS PROPERTIES  
12 an unknown business entity and DOES 1 through 100 (collectively "Defendants"), within the State of  
13 California. The non-exempt employees employed by, or formerly employed by, Defendants within the  
14 State of California are hereinafter referred to individually as "Class Members" and collectively as the  
15 "Class" or "Classes."

16 2. For at least four years prior to the filing of this action and through to the present ("Relevant  
17 Time Period"), Defendants consistently maintained and enforced against Defendants' non-exempt  
18 employees, among others, the following unlawful practices and policies, in violation of California state  
19 wage and hour laws:

- 20 (a) During the Relevant Time Period, Defendant has had a consistent policy of requiring  
21 employees to work more than eight (8) hours in any given day and/or more than forty  
22 (40) hours in any given week, and not pay overtime compensation pursuant to  
23 applicable California Labor Code requirements;
- 24 (b) During the Relevant Time Period, Defendant has had a consistent policy of requiring  
25 Class Members within the State of California, including Plaintiff, to work at least five  
26 (5) hours without a lawful meal period and failing to pay such employees one (1)  
27 hour of pay at the employees' regular rate of compensation for each workday that the  
28 meal period is not provided, as required by California state wage and hour laws.

ST 03 4 2015

10/07/2015

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

- (c) During the Relevant Time Period, Defendants have had a consistent policy of failing to provide Class Members within the State of California, including Plaintiff, rest periods of at least (10) minutes per three and a half (3.5) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the rest period is not provided, as required by California state wage and hour laws.
- (d) With respect to Class Members who either were discharged, laid off, or resigned, during the Relevant Time Period, Defendants failed to pay them in accordance with the requirements of Labor Code §§ 201, 202, 203; and
- (e) During the Relevant Time Period, Defendants failed to maintain accurate records of Class Members' earned wages and work periods as evidenced by Defendants' failure to keep adequate records of meal periods.

3. Plaintiff, on behalf of herself and all other Class Members, brings this action pursuant to California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.6, 226, 226.7, 510, 512, 1194, 1199, 2800-2802, and California Code of Regulations, Title 8, section 11050 *et seq.*, seeking unpaid overtime, straight time, meal and rest period compensation, penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of herself and all Classes, pursuant to Business and Professions Code §§ 17200-17208, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

**2. PARTIES**

**A. Plaintiff**

5. Plaintiff ERICA THOMPSON was at all relevant times and is a resident of California. At relevant times herein, she was employed by Defendants as a non-exempt employee and worked more six (6) hours in a day without proper meal and rest breaks and more than eight (8) hours a day without being paid all wages due. Defendants failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees were almost always scheduled to work in a high pressure environment and were denied the opportunity to take all their uninterrupted meal or rest periods, as required the Labor Code.

1           **B.     Defendants**

2           6.     THE STANDARD HOTEL, an unknown business entity; HOTELSAB.  
3 DOWNTOWN EMPLOYEES LLC, a California Limited Liability Company; STANDARD  
4 DOWNTOWN EMPLOYER LLC, a California Limited Liability Company; AB HOLDINGS, an  
5 unknown business entity; ANDRE BALAZS PROPERTIES an unknown business entity and DOES  
6 1 through 100 (“The Standard” and/or “Defendant(s)”) are business entities within the State of California.  
7 The Standard is a hotel chain with 5 locations in 3 states, including 3 in Los Angeles, including (1)  
8 Chateau Marmont; (2) The Standard Downtown LA; and (3) The Standard Hollywood. See  
9 <http://www.andrebalazsproperties.com/properties/>

10          7.     The true names and capacities, whether individual, corporate, associate, or otherwise, of  
11 Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to Plaintiff, who therefore sues  
12 Defendants by such fictitious names under California Code of Civil Procedure § 474. Plaintiff is informed  
13 and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally  
14 responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to  
15 amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as  
16 DOES when such identities become known.

17          8.     Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in  
18 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business  
19 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the  
20 other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of  
21 Plaintiff and the Classes.

22          9.     Venue as to each Defendant is proper in this judicial district, pursuant to California Code of  
23 Civil Procedure § 395. On information and belief, Defendants operate and are doing business in Los  
24 Angeles County and each Defendant is within the jurisdiction of this Court for service of process purposes.  
25 The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the  
26 State of California. Defendant employs numerous Class Members in Los Angeles County.

27          10.    Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
28 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

51074015

1 scheme, business plan or policy in all respects pertinent hereto, and alleges that the acts of each  
2 Defendant are legally attributable to the other Defendants. As an example, Defendant ANDRE  
3 BALAZS PROPERTIES issues many of the policy documents the other Defendants and the class  
4 members adhere to. Furthermore, Defendants in all respects acted as the employer and/or joint  
5 employers of Plaintiff and the Class Members.

6 11. Venue as to each Defendant is proper in this judicial district, pursuant to California  
7 Code of Civil Procedure § 395. On information and belief, Defendants operate and are doing  
8 business as in California, are doing business in Los Angeles County, and each Defendant is within the  
9 jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a  
10 direct effect on Plaintiff and those similarly situated within the State of California. Defendants  
11 employ Class Members in Los Angeles County and across the State.

12 **3. FACTUAL BACKGROUND**

13 12. Plaintiff and the Class Members are, and at all times pertinent hereto have been, non-exempt  
14 employees within the meaning of the California Labor Code and the implementing rules and regulations of  
15 IWC California Wage Orders. Defendant hires hourly employees who work in non-exempt positions in the  
16 State of California.

17 13. Ms. Thompson worked for The Standard Hotel in several non-exempt capacities from 2011  
18 until she was forced to quit in October 2014. Similar to the members of the aggrieved class, she was a non-  
19 exempt employee in the state of California who worked more than eight (8) hours in any given day and/or  
20 more than forty (40) hours in any given week, and was not paid all overtime compensation owed; who did  
21 not receive a ten (10) minute rest period for every three and a half (3.5) hours worked in any given workday;  
22 and who worked more than five (5) hours in any given day, but did not receive a meal period of at least  
23 thirty (30) minutes in length. The conduct addressed herein allowed The Standard Hotel to unfairly compete  
24 in the California consumer market.

25 14. Ms. Thompson was employed by The Standard Hotel in Southern California in Los Angeles  
26 as a non-exempt service employee. Ms. Thompson, similar to the aggrieved employees, did not receive an  
27 uninterrupted 30 minute meal period for each five hours she worked, and was not authorized or permitted to  
28

10/07/2015

1 take duty-free, 10 minute rest breaks every four hours or major fraction thereof worked. Additionally, Ms.  
2 Thompson was not paid all wages owed.

3 15. For example, as with the other aggrieved employees, Ms. Thompson worked a substantial  
4 number of regular hours, for which she was not paid all corresponding wages owed, and overtime hours for  
5 which she was not compensated at the premium wage rate, and she was often forced to work off the clock  
6 and without pay. Ms. Thompson and other employees were forced to work off the clock because they were  
7 not compensated for the time it took them to don and doff their required work uniforms. Ms. Thompson and  
8 other employees were told to change in the basement of the high rise hotel, and could not clock in until they  
9 reached the rooftop of the hotel. However, as they were in uniform as they rode the elevator, guests of the  
10 hotel would often request their assistance, and they would aid guests, all while off the clock. The employees'  
11 time was not adjusted to reflect their off the clock work and they would then be admonished or disciplined  
12 for being tardy to clock in. Additionally, Plaintiff and the Class Members were required to work shifts until  
13 they were complete and clocked out and were then often caused complete necessary shift change  
14 requirements with incoming employees, complete shift paperwork, and participate in cleaning while they  
15 were off the clock. If incoming employees were late for their shifts, outgoing employees were required by  
16 Defendants to remain at work but off the clock until the incoming employee arrived and The Standard also  
17 failed to keep accurate records of the tips earned by Ms. Thompson and other aggrieved employees and told  
18 them it was their duty to keep track of their earnings. Not only was this in violation of the Labor Code, but it  
19 was also impracticable in the fast paced environment of the bar and hotel in general.

20 16. Due to the nature of the work and faced paced environment at The Standard, Plaintiff and  
21 the Class Members did not receive lawful and complaint meal and rest breaks. Though some of her fellow  
22 employees' shifts were for 6 hours, Plaintiff was required to work longer hours and was not provided a  
23 complaint meal period, nor were the employees paid an additional one hour of regular rate pay for every  
24 meal period and rest period violation they endured. Further, though she was generally entitled to receive a  
25 first rest period, she and other employees were often forced to work through their meal periods and were not  
26 authorized and permitted to take second rest periods. Their pay stubs, or wage statements, were likewise  
27 confusing, did not calculate wages properly and required reference to other documents to attempt to  
28 calculate the proper rate of pay and all wages earned. For example, some paystubs included 3 different tip

1 categories as well as 3 separate Regular hour categories, and the fact that Defendants caused Plaintiff and the  
2 Class Members to work shifts scheduled at differing times throughout the work week compounded their  
3 confusion as to whether they were being paid all earned and owed wages by Defendants for all hours  
4 worked at the appropriate rate of pay.

5 17. As a result of these failures to pay wages, and to provide one hour of pay at the regular rate  
6 for meal and rest period violations, Defendants have failed to pay Plaintiff and similarly aggrieved  
7 employees all wages owed in a timely manner pursuant to Labor Code § 204. With this in mind, the wage  
8 statements provided to Plaintiff and the similarly situated employees also failed to accurately itemize all of  
9 the requirements set forth in Labor Code § 226(a), including total hours worked, all applicable wage rates  
10 and the proper calculation of the rates, total net wages earned, and the total wages earned at the applicable  
11 rates. Plaintiff's employment with The Standard Hotel concluded more than 30 days ago, and she has also  
12 not been timely paid all wages owed, and despite giving notice, she was not paid her final wages earned on  
13 her resignation date. This violates Labor Code §§ 201-203, and other former employees were also believed  
14 to be subject to the same failure to timely pay all wages owed at termination or separation. As a result of  
15 these unlawful business practices, Ms. Thompson and the putative class have not received all premium pay  
16 owed and have incurred lost wages, along with other losses and penalties for the violations addressed herein.

17 18. Plaintiff and the Defendants' non-exempt employees were not properly paid for all wages  
18 earned in any given day and were forced to don and doff their uniforms and perform other work related  
19 tasks off the clock.

20 19. Plaintiff and the Defendants' non-exempt employees were not properly paid for all wages  
21 earned and for all wages when working more than eight (8) hours in any given day and/or more than forty  
22 (40) hours in any given week.

23 20. Plaintiff and the Defendants' non-exempt employees were not provided lawful meal periods,  
24 and were not provided with one (1) hour's wages in lieu thereof, in one or more of the following manners:

- 25 (a) Class Members were not provided full thirty-minute duty free meal periods for work  
26 days in excess of five (5) hours and were not compensated one (1) hour's wages in  
27 lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the  
28 applicable Industrial Welfare Commission Wage Order(s);

ST 10/27/2015

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  
51015

- (b) Class Members were not provided a second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Class Members were required to work through at least part of their daily meal period(s); and
- (d) Class Members were restricted in their ability to take a full thirty-minute meal period.

21. Plaintiff and the Defendants' non-exempt employees were also neither authorized nor permitted to take all lawful rest periods, and were not provided with one (1) hour's wages in lieu thereof, in one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten minute rest period for every three and a half (3.5) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided; and
- (b) Class Members were restricted in their ability to take their full ten (10) minutes net rest time.

22. As a result of these illegal policies and practices, Defendants engaged in and enforced the following additional unlawful practices and policies against Plaintiff and the Class Members she seeks to represent:

- (a) failing to pay Class Members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;
- (b) failing to pay Class Members all wages earned on termination and/or resignation; and
- (c) failing to maintain accurate records of Class Members' earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders.

23. On information and belief, Plaintiff alleges that Defendants' actions as described throughout this Complaint were willful.



1           24. Defendants have made it difficult to account with precision for the unlawfully withheld meal  
2 and rest period compensation owed to Defendants' non-exempt employees, including Plaintiff, during the  
3 liability period, because they did not implement and preserve a record-keeping method as required for non-  
4 exempt employees by California Labor Code §§ 226, 1174(d), and section 4 of the California Wage Orders.  
5 Defendants have failed to comply with Labor Code § 226(a) by accurately reporting total hours worked by  
6 Plaintiff and the Class Members. Plaintiff and Class Members are therefore entitled to penalties not to  
7 exceed \$4,000 for each employee pursuant to Labor Code § 226(b).

8           25. Defendants have failed to comply with section 4 of the California IWC Wage Orders by  
9 failing to maintain time records showing when the employee begins and ends each work period, meal  
10 periods, wages earned pursuant to Labor Code § 226.7, total hours and other compensation earned at a  
11 particular rate, and total daily hours worked by itemizing in wage statements all deductions from payment of  
12 wages and accurately reporting total hours worked by the Class Members.

13 **4. CLASS ALLEGATIONS**

14           26. Plaintiff brings this action on behalf of herself and all others similarly situated as a class  
15 action pursuant to California Code of Civil Procedure § 382. Plaintiff seeks to represent a Class composed  
16 of and defined as:

17           **All persons who are employed or have been employed by Defendants in the State of**  
18           **California, during the period of four years prior to the filing of this class action through its**  
19           **resolution, who have worked as non-exempt employees.**

20 Further, Plaintiff seeks to represent the following subclasses composed of and defined as follows  
21 (collectively, the "Plaintiff Classes"):

- 22           (a)     **Subclass 1. Overtime Payment Subclass.** All persons who are  
23           employed or have been employed by Defendants in the State of  
24           California who, during the four years prior to the filing of this class  
25           action to the present, have worked as non-exempt employees and  
26           were not provided all overtime and double time wages earned  
27           pursuant to the Labor Code and applicable IWC Wage Orders.  
28           (b)     **Subclass 2. Meal Break Subclass.** All persons who are  
          employed or have been employed by Defendants in the State of  
          California who, during the four years prior to the filing of this class  
          action to the present, have worked as non-exempt employees and

1 have not been provided a meal period for every five (5) hours or  
2 major fraction thereof worked per day, and were not provided one  
3 (1) hour's pay for each day on which such meal period was not  
4 provided pursuant to Labor Code § 226.7 and § 512.

5 (c) **Subclass 3. Rest Period Subclass.** All persons who are  
6 employed or have been employed by Defendants in the State of  
7 California who, during the four years prior to the filing of this class  
8 action to the present, have worked as non-exempt employees and  
9 have not been provided a rest period for every three and a half (3.5)  
10 hours or major fraction thereof worked per day, and were not  
11 provided compensation of one (1) hour's pay for each day on  
12 which such rest period was not provided pursuant to Labor Code §  
13 226.7 and § 512.

14 (d) **Subclass 4. Paystub Subclass.** All persons who are employed or  
15 have been employed by Defendants in the State of California who,  
16 during the four years prior to the filing of this class action to the  
17 present, have worked as non-exempt employees and were not  
18 provided an itemized statement accurately showing total hours  
19 worked, the correct calculation of the hours earned, the applicable  
20 hourly rates in effect during each pay period and the corresponding  
21 hours worked at each rate pursuant to Labor Code § 226.

22 (e) **Subclass 5. Wage Payment Subclass.** All persons who are  
23 employed or have been employed by Defendants in the State of  
24 California who, during the four years prior to the filing of this class  
25 action to the present, have worked as non-exempt employees and  
26 were not provided all wages earned pursuant to the Labor Code  
27 and applicable IWC Wage Orders.

28 (f) **Subclass 6. Termination Pay Subclass.** All persons who are  
employed or have been employed by Defendants in the State of  
California who, during the four years prior to the filing of this class  
action to the present, have worked as non-exempt employees and  
were not provided all wages due upon termination or resignation  
pursuant to Labor Code §§ 200 through 203.

(g) **Subclass 7. B&P Code § 17200 Subclass.** All persons who are  
employed or have been employed by Defendants in the State of  
California who, during the period of four years prior to the filing of  
this class action to the present, have worked as non-exempt  
employees and who were subjected to Defendants' unlawful,  
unfair or fraudulent business acts or practices in the form of Labor  
Code violations regarding overtime, meal periods, rest periods,  
expense reimbursement or minimum wages and/or waiting time  
penalties.

1 27. Plaintiff reserves the right under Rule 1855(b) of the California Rules of Court, to amend or  
2 modify the class descriptions with greater specificity or to provide further division into subclasses or  
3 limitation to particular issues.

4 28. This action has been brought and may properly be maintained as a class action under the  
5 provisions of the California Code of Civil Procedure § 382 because there is a well-defined community of  
6 interest in the litigation and the proposed Classes are easily ascertainable.

7 **A. Numerosity**

8 29. The potential members of each Class as defined are so numerous that joinder of all the  
9 members of the Class is impracticable. Plaintiff estimates there are more than 1,000 class members  
10 employed by Defendants at their hotel locations during the relevant time period for this Complaint. While  
11 the precise number of Class Members has not been determined at this time, Plaintiff is informed and  
12 believes that Defendants currently employ, and during the relevant time periods employed, over one  
13 thousand employees in positions as Defendants' non-exempt employees in California, who are or have been  
14 affected by Defendants' unlawful practices as alleged herein.

15 30. Employee turnover during the relevant time period will increase this number substantially.  
16 Upon information and belief, Plaintiff alleges Defendants' employment records will provide information as  
17 to the number and location of all Class Members. Joinder of all members of the proposed Classes is not  
18 practicable.

19 **B. Commonality**

20 31. There are questions of law and fact common to each Class predominating over any  
21 questions affecting only individual Class Members. These common questions of law and fact include,  
22 without limitation:

- 23 (a) Whether Defendants violated Labor Code §§ 510, 1174, 1194 and 1198 by failing to  
24 compensate all employees during the relevant time period for all hours worked,  
25 whether regular or overtime;
- 26 (b) Whether Defendants violated Labor Code §§ 226.7 and 512, section 4 of the IWC  
27 Wage Orders, and Cal. Code Regs., Title 8, section 11050 *et seq.* by failing to  
28 provide a meal period to non-exempt employees on days they worked work periods

1 in excess of five (5) hours and failing to compensate said employees one (1) hour's  
2 wages in lieu of meal periods;

3 (c) Whether Defendants violated Labor Code § 226.7 and the IWC Wage Orders, and  
4 Cal. Code Regs., Title 8, section 11050 *et seq.* by failing to provide daily ten (10)  
5 minute rest periods to non-exempt employees for every three and a half (3.5) hours  
6 and/or 7 hours or major fraction thereof worked and failing to compensate said  
7 employees one (1) hour's wages in lieu of rest periods;

8 (d) Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage  
9 Orders by failing to maintain accurate records of Class Members' earned wages and  
10 work periods;

11 (e) Whether Defendants violated Business and Professions Code § 17200 *et seq.* by  
12 failing to provide meal and rest periods without compensating non-exempt  
13 employees one (1) hour's pay for every day such periods were not provided, by  
14 failing to pay compensation for denied meal and rest periods due and owing at the  
15 time a Class Member's employment with Defendants terminated, and by failing to  
16 keep accurate records;

17 (f) Whether Defendants violated § 17200 *et seq.* of the Business and Professions Code,  
18 Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198 and applicable  
19 IWC Wage Orders, which constitutes a violation of fundamental public policy;

20 (g) Whether Plaintiff and the Class Members are entitled to equitable relief pursuant to  
21 Business and Professions Code § 17200 *et seq.*

22 There are common answers to these questions which further demonstrate that class treatment in  
23 appropriate in this case.

24 **C. Typicality**

25 32. The claims of the named Plaintiff are typical of the claims of the Class Members. Plaintiff  
26 and all members of each Class sustained injuries and damages arising out of and caused by Defendants'  
27 common course of conduct in violation of California laws, regulations, and statutes as alleged herein.  
28

51072015

1           **D. Adequacy of Representation**

2           33. Plaintiff will fairly and adequately represent and protect the interests of the members of each  
3 Class. Counsel who represent Plaintiff are competent and highly experienced in litigating large employment  
4 class actions.

5           **E. Superiority of Class Action**

6           34. A class action is superior to other available means for the fair and efficient adjudication of  
7 this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact  
8 common to each Class predominate over any questions affecting only individual members of the Class.  
9 Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful  
10 policies and practices alleged in the Complaint.

11          35. Class action treatment will allow those similarly situated persons to litigate their claims in  
12 the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware  
13 of any difficulties that are likely to be encountered in the management of this action that would preclude its  
14 maintenance as a class action.

15          36. Class Plaintiff contemplates the eventual issuance of notice to the proposed Class Members  
16 of each Plaintiff Classes that would set forth the subject and nature of the instant action. The Defendants'  
17 own business records can be utilized for assistance in the preparation and issuance of the contemplated  
18 notices. To the extent that any further notice is required, additional media and/or mailings can be used.

19       **5. DELAYED DISCOVERY**

20          37. Defendants, as a prospective and actual employer of non-exempt, hourly employees, had a  
21 special fiduciary duty to disclose to prospective Plaintiff Classes the true facts surrounding Defendants' pay  
22 practices, policies and working conditions imposed upon non-exempt, hourly employees, as well as the  
23 effect of any alleged meal period waivers and/or arbitration agreements that may have been forced upon  
24 them. In addition, Defendants knew that it possessed special knowledge about its pay practices and policies,  
25 most notably intentionally refusing to pay overtime and straight time hours actually worked and recorded on  
26 Defendants' punch records and the consequence of the alleged meal period agreements and/or arbitration  
27 agreements on the employees and class as a whole.  
28

1015  
01  
09  
26  
27  
28

1 38. Plaintiff and the members of the Plaintiff Classes did not discover the fact that they were  
2 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any  
3 discussion about Plaintiff's and the Class' wavier of their Constitutional right to trial by jury and right to  
4 collectively organize and oppose unlawful pay practices under California and federal law, as well as obtain  
5 injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation  
6 were tolled until such time as Plaintiff discovered her claims.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

9 **[CALIFORNIA LABOR CODE §§ 510, 1194 and 1198]**

10 **(Against All Defendants)**

11 39. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by  
12 reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

13 40. This claim is brought by Plaintiff, on behalf of herself and on behalf of the Wage  
14 Payment Subclass members.

15 41. In California, employees must be paid at least the then applicable state minimum  
16 wage for all hours worked. (IWC Wage Order MW-2014).

17 42. Cal. Labor Code § 1198 provide that "[T]he maximum hours of work and the standard  
18 conditions of labor fixed by the commission shall be the maximum hours of work and the standard  
19 conditions of labor for employees. The employment of any employee for longer hours than those fixed by  
20 the order or under conditions of labor prohibited by the order is unlawful."

21 43. Employees in California shall not be employed more than eight hours in any work day,  
22 and/or more than forty hours in any workweek, unless they receive additional compensation beyond their  
23 regular wages in amounts specified by law. More specifically, Labor Code § 510 codifies the right to  
24 overtime compensation at one and one-half times the regular hourly rate for hours worked in excess of eight  
25 (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of  
26 work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)  
27 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

1           44.     Cal. Labor Code § 1194 provides that “any employee receiving less than the legal minimum  
2 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action  
3 the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest  
4 thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the  
5 employer in his name without first filing a claim with the Department of Labor Standards and Enforcement.

6           45.     At all times relevant hereto, IWC Wage Order No. 4-2001 [clerical, hourly] and 5-2001  
7 [public housekeeping industry] applied, and applies, to Plaintiff and the Class members’ employment with  
8 DEFENDANTS.

9           46.     At all times relevant hereto, the Labor Code requirements and IWC Wage Order No. 4-2001  
10 and 5-2001 (3)(A) also provided for payment of overtime wages equal to one and one-half times an  
11 employee’s regular rate of pay for all hours worked over 8 hours a day and/or forty (40) hours in a work  
12 week, and for the first eight (8) hours on the seventh consecutive day of work in a work week.

13           47.     At all times relevant hereto, Labor Code § 510 and IWC Wage Order No. 4-2001 and 5-  
14 2001 (3)(A) provided for payment of overtime wage equal to double the employee’s regular rate of pay for  
15 all hours worked over twelve (12) hours in any workday, and for all hours worked over eight (8) hours on  
16 the seventh consecutive day of work in a work week.

17           48.     Defendants, and each of them, have intentionally and improperly rounded, changed,  
18 adjusted and/or modified certain employees’ hours, including Plaintiff’s, to avoid payment of overtime  
19 wages and other benefits in violation of the California Labor Code and California Code of Regulations and  
20 the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.  
21 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-  
22 exempt employees to work through meal periods when they were required to be clocked out or to otherwise  
23 work off the clock before or after their work shifts to complete their daily job duties or to attend and  
24 participate in company required activities and to perform and complete all the daily work tasks Defendants  
25 required them to complete. Defendants, and each of them, have also intentionally and improperly rounded,  
26 changed, adjusted and/or modified certain employees’ hours, and imposed difficult to attain job and shift  
27 scheduling requirements on Plaintiff and the Class Members, which resulted in off the clock work and  
28 underpayment of all wages owed to employees over a period of time, while benefiting Defendants.

10/07/2015

1           49.     At all times relevant hereto, from time to time, Plaintiff and the Wage Payment Subclass  
2 members have worked more than eight (8) hours in a workday, and/or more than forty (40) hours in a  
3 workweek, as employees of Defendants. During the relevant time period, Plaintiff and the Wage Payment  
4 Subclass members were not fully paid for all the hours they worked in excess of eight (8) hours in a day, in  
5 excess of twelve (12) hours in a day and/or in excess of forty (40) hours in a week as a result of Defendants'  
6 above described policies and practices. Therefore, Plaintiff and the Wage Payment Subclass members were  
7 not properly paid for all of their hours worked, including for the hours they have worked in excess of the  
8 maximum hours permissible by law as required by cal. Labor Code § 1194, § 1197 and § 1198 and the  
9 provisions of IWC Wage Orders and the applicable Cal. Code of Regulations sections.

10           50.     By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and  
11 the Wage Payment Subclass members for both regular time and overtime hours, Plaintiff and the Wage  
12 Payment Subclass members have suffered, and will continue to suffer, damages in amounts which are  
13 presently unknown to them, but which exceed the minimum jurisdictional limits of this Court and which  
14 will be ascertained according to proof at trial.

15           51.     Defendants' failure to pay these employees the proper wages has violated and continues to  
16 violate Cal. Penal Code §§ 484 and 532 (obtaining labor through false pretenses).

17           52.     Plaintiff is informed and believes, and based upon that information and belief alleges, that  
18 Defendants, and each of them, knew or should have known that these non-exempt employees did not qualify  
19 as exempt employees, and Defendants purposely elected not to pay Plaintiff and all non-exempt employees  
20 for their overtime labor.

21           53.     Defendants, and each of them, acted intentionally, oppressively and maliciously toward  
22 Plaintiffs and all non-exempt employees with a conscious disregard of their rights and the consequences to  
23 them, with the intent of depriving Plaintiff and the Wage Payment Subclass members of their property and  
24 legal rights and otherwise causing them injury.

25           54.     Plaintiff, individually, and on behalf of members of the Class and Subclasses, requests  
26 recovery of both straight time and overtime compensation according to proof, interest, attorney's fees and  
27 costs pursuant to Labor Code § 1194(a), as well as the assessment of any statutory penalties against these  
28 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

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  
S  
T  
O  
R  
Y



1 55. Further, Plaintiff and the Class and Subclass members are entitled to seek and recover  
2 reasonable attorneys' fees and costs pursuant to Labor Code §§ 210 and 1194.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL PERIODS**

5 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and**

6 **CALIFORNIA CODE OF REGULATION, Title 8, §11050]**

7 **(Against All Defendants)**

8 56. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by  
9 reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

10 57. This claim is brought by Plaintiff, on behalf of herself and on behalf of the Class and the  
11 subclasses thereof.

12 58. Labor Code §§ 226.7 and 512 and Cal. Code Reg., Title 8, § 11050(11)(A), provides that no  
13 employer shall employ any person for a work period of more than five (5) hours without a meal period of  
14 not less than thirty (30) minutes.

15 59. Labor Code § 226.7 and Cal. Code of Reg., Title 8, § 11050(11)(D), provides that if an  
16 employer fails to provide an employee a meal period in accordance with this section, the employer shall pay  
17 the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the  
18 meal period is not provided.

19 60. Defendants failed to provide Plaintiff and the Class with meal periods, as employees were  
20 scheduled to work alone than with the other Class Members. As there was no other employee who could  
21 relieve them of duty, Plaintiff and the Class Members had no opportunity to take an uninterrupted meal  
22 period as required by the Labor Code. To the extent that Plaintiff and the Class members ever received meal  
23 periods, they were often provided late (after the fifth hour of work) or were provided for less than the fully  
24 required thirty minutes, or were otherwise interrupted. Defendants also failed to provide a second meal  
25 period to Plaintiff and Class members who worked shifts of over ten hours.

26 61. Defendants, and each of them, have intentionally and improperly denied meal periods to  
27 Plaintiff and the Class in violation of Labor Code §§ 226.7 and 512 and Cal. Code Reg., Title 8,  
28 § 11050(11)(A) and other regulations and statutes.

5  
10  
15  
20  
25  
30  
35  
40  
45  
50  
55  
60  
65  
70  
75  
80  
85  
90  
95  
100



1           70.    Labor Code §§ 226.7 and Cal. Code Reg., Title 8, § 11050(12)(B), provides that if an  
2 employer fails to provide an employee rest periods in accordance with this section, the employer shall pay  
3 the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the  
4 rest period is not provided.

5           71.    Defendants, and each of them, have intentionally and improperly denied rest periods to  
6 Plaintiff and the Class in violation of Labor Code §§ 226.7 and 512 and Cal. Code Reg., Title 8, §  
7 11050(12)(A). Defendants failed to authorize and permit Plaintiff and the Class to take all rest periods to  
8 which they were entitled under the Labor Code.

9           72.    At all times relevant hereto, Plaintiff and the Class, have worked more than three and a half  
10 hours in a workday, and Plaintiff and other Class Members often worked shifts of over six hours.

11           73.    At all times relevant hereto, the Defendants, and each of them, failed to provide rest periods  
12 as required by Labor Code §§ 226.7 and Cal. Code Reg., Title 8, § 11050(12)(A).

13           74.    By virtue of the Defendants' unlawful failure to authorize and permit rest periods to the  
14 Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts  
15 which are presently unknown to the Plaintiff and the Class but which exceed the jurisdictional limits of this  
16 Court and which will be ascertained according to proof at trial.

17           75.    Plaintiff and the Class are informed and believe, and based upon that information and belief  
18 allege, that Defendants, and each of them, knew or should have known that Plaintiff and the Class Members  
19 were entitled to rest periods, but Defendants purposely elected not to authorize and permit them to take all of  
20 their rest periods.

21           76.    Defendants, and each of them, acted intentionally, oppressively and maliciously toward  
22 Plaintiff and the Class with a conscious disregard of their rights, or the consequences to Plaintiff and the  
23 Plaintiff Classes, with the intent of depriving Plaintiff and the Class of property and legal rights and  
24 otherwise causing the Plaintiff and the Class injury.

25           77.    Plaintiff, individually, and on behalf of employees similarly situated, requests recovery of  
26 rest period compensation pursuant to Labor Code §§ 226.7 and Cal. Code Reg., Title 8, § 11050(12)(B), as  
27 well as the assessment of any statutory penalties against these Defendants, and each of them, in a sum as  
28 provided by the Labor Code and/or other statutes.

5  
10  
15  
20  
25  
30  
35  
40  
45  
50  
55  
60  
65  
70  
75  
80  
85  
90  
95  
100

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

**FOURTH CAUSE OF ACTION**  
**FAILURE TO FURNISH ITEMIZED WAGE STATEMENTS**  
**[CALIFORNIA LABOR CODE § 226]**  
**(Against All Defendants)**

78. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

79. This claim for Defendant's failure to provide accurate wage statements is brought by Plaintiff, on behalf of herself and on behalf of the Class and the subclasses thereof.

80. Throughout the Class Period, Defendants intentionally failed to furnish to Plaintiff and the Class, upon each payment of wages, itemized statements accurately showing: total hours worked, the applicable hourly rates in effect during each pay period and the corresponding hours worked at each hourly rate, amongst other statutory requirements. The wage statements also failed to reflect payment of one hour of regular wages to the employee Class Members who did not receive all required meal periods and rest breaks.

81. As a result of Defendants' conduct, Plaintiff and the Class have suffered injury in that, among other things, the lack of the required information hindered them from determining the amount of wages owed. This led her Plaintiff to believe she was not entitled to be paid wages for overtime, missed meal and rest breaks, or for each hour of labor she performed, although she was so entitled, and the other Class Members were similarly misled. The absence of accurate wage statements has prevented timely challenges to Defendants' unlawful pay practices, caused difficulty and expense in attempting to reconstruct time and pay records, and resulted in the submission by Defendants of inaccurate information about wages and deductions from wages to state and federal government agencies. The entitlement of Plaintiff and the Class to is to receive Wage Statements that accurately list the total amount of wages earned and deductions from wages as reflected on her wage statements, and she is thereby injured by the Defendants' failure to report the total amount of wages earned during each pay period on each paycheck stub. Further, the confusion surrounding ever changing shift schedules, different pay categories and different pay listings that required reference to other documents caused Plaintiff and the Class harm. All Class Members have been similarly injured. As a result of Defendants' conduct, Plaintiff and the Class have suffered injury because

ST 10/27/015

1 their legal right to receive accurate wage statements was violated.

2 82. Labor Code § 226(a) requires Defendants “semimonthly or at the time each payment to  
3 wages” to furnish to Plaintiff and the Class “an accurate itemized statement in writing” showing gross  
4 and net wages earned, total hours worked by the employees, rates of pay, and other information.  
5 Defendants knowingly and intentionally failed to provide Plaintiff and the Class with such timely and  
6 accurate wage and hour statements.

7 83. Plaintiff and the Class suffered injury as presumed by law and as a result of  
8 Defendants’ knowing and intentional failure to provide them with accurate wage statements, as  
9 required by law.

10 84. Plaintiff and the Class are entitled to the amounts provided in Labor Code § 226(e), plus  
11 costs and attorneys’ fees.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES FOR HOURS WORKED**

14 **[CALIFORNIA LABOR CODE §§ 1194, 558]**

15 **(Against All Defendants)**

16 85. Plaintiff and the Members of the Class re-allege and incorporate by reference, as though  
17 fully set forth herein, the paragraphs previously alleged in this Complaint.

18 86. Cal. Labor Code § 1198 provide that “[T]he maximum hours of work and the standard  
19 conditions of labor fixed by the commission shall be the maximum hours of work and the standard  
20 conditions of labor for employees. The employment of any employee for longer hours than those fixed by  
21 the order or under conditions of labor prohibited by the order is unlawful.”

22 87. Cal. Labor Code § 1194 provides that “any employee receiving less than the legal minimum  
23 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action  
24 the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest  
25 thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the  
26 employer in his name without first filing a claim with the Department of Labor Standards and Enforcement.

27 88. At all times relevant hereto, IWC Wage Order No. 4-2001 [clerical, hourly] and 5-2001  
28 [public housekeeping industry] applied, and applies, to Plaintiff’s employment with Defendants.

10/07/2015

1           89. At all times relevant hereto, Plaintiff and other employees were forced to work off the clock  
2 because they were not compensated for the time it took them to don and doff their required work uniforms.  
3 Plaintiff and other employees were told to change in the basement of the high rise hotel, and could not clock  
4 in until they reached the rooftop of the hotel. However, as they were in uniform as they rode the elevator,  
5 guests of the hotel would often request their assistance, and they would aid guests, all while off the clock.  
6 Plaintiff's and Class Members' time was not adjusted to reflect their off the clock work and they would then  
7 be admonished or disciplined for being tardy to clock in.

8           90. Plaintiff and the Class Members were also required by Defendants and the work demands  
9 placed upon them to clock out from work and then complete necessary shift change requirements with  
10 incoming employees, complete shift paperwork, and participate in cleaning while they were off the clock. If  
11 incoming employees were late for their shifts, outgoing employees were required by Defendants to remain  
12 at work but off the clock until the incoming employee arrived. Plaintiff and the Class Members were also  
13 required to perform other similar shift transition tasks before they started their work shifts, again while  
14 working off the clock.

15           91. Defendants, and each of them, have intentionally and improperly rounded, changed,  
16 adjusted and/or modified certain employees' hours, including Plaintiff's, or otherwise caused them to work  
17 off the clock to avoid paying Plaintiff and the Class Members all earned and owed straight time and  
18 overtime wages and other benefits, in violation of the California Labor Code, the California Code of  
19 Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and  
20 Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly  
21 situated non-exempt employees to work through meal periods when they were required to be clocked out or  
22 to otherwise work off the clock before or after their work shifts to complete their daily job duties or to attend  
23 and participate in company required activities.

24           92. During the relevant time period, Defendants, and each of them, have also (1) intentionally  
25 and improperly rounded, changed, adjusted and/or modified certain employees' hours, (2) imposed difficult  
26 job and shift scheduling requirements on Plaintiff and the Class Members, (3) hidden the true amount of  
27 earned wages by refusing to disclose tips for tipped Class Members, and (4) used improper or broken  
28 calculators or adding machines to calculate wages, all of which resulted in an underpayment of wages to

10/07/2015

1 Plaintiff and the Class Members over a period of time while benefiting Defendants.

2 93. During the relevant time period, Plaintiff and the Wage Payment Subclass members were  
3 not fully paid for all the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)  
4 hours in a day and/or in excess of forty (40) hours in a week as a result of Defendants' above described  
5 policies and practices. Therefore, Plaintiff and the Wage Payment Subclass members were not properly  
6 paid for all of their hours worked.

7 94. During the relevant time period, Defendants willfully failed to pay all straight and overtime  
8 wages owed to Plaintiff and the Wage Payment Subclass members.

9 95. Defendants' failure to pay Plaintiff and the Wage Payment Subclass members the unpaid  
10 balance of the wages they have earned and are owed, as required by California law, violates the provisions  
11 of Labor Code §§ 510 and 1198, and is therefore unlawful.

12 96. Labor Code § 558(a) provides "any employer or other person acting on behalf of an  
13 employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours  
14 and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation,  
15 fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid  
16 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one  
17 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was  
18 underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to  
19 this section shall be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties  
20 provided for in this section are in addition to any other civil or criminal penalty provided by law."

21 97. Defendants have violated provisions of the Labor Code regulating hours and days of work  
22 as well as the IWC Wage Orders. Accordingly, Plaintiff and the Wage Payment Subclass members seek the  
23 remedies set forth in Labor Code § 558.

24 98. Upon information and belief, Plaintiff alleges that Defendants policy of failing to pay  
25 employees for all hours worked whether regular time or overtime violates the Labor Code and IWC Wage  
26 Orders. Pursuant to Labor Code § 1194, Plaintiff and the Wage Payment Subclass members are entitled to  
27 recover their unpaid wages owed, including their overtime compensation, as well as interest, costs and  
28 attorney's fees.

10/07/2015

1 **SIXTH CAUSE OF ACTION**

2 **FOR FAILURE TO PAY WAGES UPON ENDING EMPLOYMENT**

3 [CALIFORNIA LABOR CODE §§ 201-203]

4 (Against All Defendants)

5 99. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by  
6 reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

7 100. Plaintiff and many of the Class Members quit or were discharged from their employment  
8 with Defendants within the applicable statute of limitations.

9 101. However, Defendants failed to pay them without abatement, all wages as defined by  
10 applicable California law. Among other things, these employees were not paid for all hours worked, were not  
11 paid all overtime compensation they earned or premium pay they were entitled to received, as described in  
12 this Complaint. Defendants' failure to pay said wages within the required time was willful within the  
13 meaning of Labor Code § 203.

14 102. Therefore, each of these employees is entitled to one day's wages for each day he or she was  
15 not timely paid all said wages due, up to a maximum of thirty (30) days' wages for each employee. Because  
16 none of the employees were ever paid the overtime wages to which they were entitled, referred to in this  
17 Complaint, each of the employees is entitled to thirty (30) days of wages as well as interest, costs and  
18 attorney's fees.

19 **SEVENTH CAUSE OF ACTION**

20 **FOR UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES**

21 [CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, *et seq.*]

22 (Against All Defendants)

23 103. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by  
24 reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

25 104. This claim is brought by Plaintiff, on behalf of herself and on behalf of the Class and the  
26 subclasses thereof.

27 105. At all times relevant hereto, from time to time, the Class have worked off the clock, for less  
28 than minimum wage and for more than eight (8) hours in a workday, and/or more than forty (40) hours in a

10/07/2015



1 workweek, as employees of Defendants. The representative Plaintiff herein and members of the Class have  
2 had their hours adjusted, changed and/or modified to not reflect their actual number of hours worked per day  
3 and per pay period, and have been required by Defendants to perform required work tasks while they were  
4 off the clock and not being compensated. Plaintiff and the members of the Plaintiff Classes have therefore  
5 not been paid all earned and owed wages.

6 106. At all times relevant hereto, from time to time, Plaintiff and aggrieved employees have  
7 worked more than twelve (12) hours in a workday, and/or more than eight (8) hours on the seventh (7<sup>th</sup>)  
8 consecutive workday in a workweek, as employees of Defendants. The representative Plaintiff herein and  
9 members of the Class have had their hours adjusted, changed and/or modified to not reflect their actual  
10 number of hours worked per day and per pay period, and endured these and the other violations detailed in  
11 the above causes of action.

12 107. At all times relevant hereto, from time to time, Plaintiff and the Class have been denied meal  
13 breaks by Defendants, and were not paid the appropriate penalty wages.

14 108. At all times relevant hereto, from time to time, Plaintiff and the Class have been denied rest  
15 breaks by Defendants, and were not paid the appropriate penalty wages.

16 109. Defendants, and each of them, are "persons" as defined under of Business & Professions  
17 Code § 17021.

18 110. Since at least four years to the present time and at all times relevant hereto, by and through  
19 the conduct described herein, the Defendants have engaged in unfair, unlawful and fraudulent business  
20 practices, in violation of California Business & Professions Code §§ 17200, et seq., and have thereby  
21 deprived Plaintiff, and all persons in interest, of fundamental rights and privileges guaranteed to all  
22 employees under California law.

23 111. Defendants own, operate and manage hotels in California which provide services in  
24 California to the public as defined in of Business & Professions Code §§ 17022 and 17024.

25 112. Defendants, as set forth in this Complaint, supra, engaged in false, unfair and misleading  
26 business practices, consisting of acts and omissions that include, but are not limited to:

- 27 (a) The fact that Defendants have not paid all overtime hours worked and/or adjusted,  
28 altered and/or changed time and/or pay schedules to reflect that they had not worked

10/07/2015

10/07/2015

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

- all hours actually worked;
- (b) The fact that Defendants adjusted, altered and/or changed time and/or pay schedules to reflect that they had not worked all straight time hours, or otherwise caused Plaintiff and the Class Members to work off the clock and without pay for all hours actually worked;
- (c) The fact that Defendants required non-exempt, hourly employees to work more than three and a half (3.5) hour shifts without a ten (10) minute rest period;
- (d) The fact that Defendants required non-exempt, hourly employees to work more than five (5) hour shifts without a thirty (30) minute meal period;
- (e) The fact that Defendants required non-exempt, hourly employees to work more than five (5) hours per week without a thirty (30) minutes meal period, and then adjusted, altered and/or changed schedules and/or time clocks to reflect that they had received a thirty (30) minute meal period;
- (f) The fact that Defendants kept no detailed records of non-exempt, hourly employees' actual daily work activities, in part, to prevent Plaintiff and Plaintiff Classes from recovering regular and overtime wages from Defendants after the discovery of Defendants' deceptive, fraudulent, false, unfair and unlawful conduct;
- (g) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class for all hours worked.
- (h) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class twice monthly for all hours worked.
- (i) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class upon termination of employment.
- (j) The fact that Defendants failed to provide Plaintiff and Plaintiff Class personnel records, signed documents and pay records when requested; and
- (k) The fact that Defendants' activities related to their failure to disclose material and relevant information constitutes violations of Business & Professions Code § 17200.

1 113. Defendants, and each of them, have accordingly under-reported to state authorities wages  
2 earned by non-exempt, hourly employees and, therefore, have underpaid state taxes, employer matching  
3 funds, unemployment premiums and Worker's Compensation premiums. The aforesaid conduct is criminal  
4 in nature and subjects the Defendants, and each of them, to sanctions, fines and imprisonment, and is  
5 actionable under of Business & Professions Code §§ 17000, *et seq.* and 17200, *et seq.*

6 114. Pursuant to of Business & Professions Code §§ 17071 and 17075, the failure of Defendants,  
7 and each of them, to pay overtime wages, related benefits, and employment taxes, is admissible as evidence  
8 of Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

9 115. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading. Non-exempt,  
10 hourly employees, including Plaintiff and Plaintiff Classes are likely to be deceived by these practices.

11 116. As a direct and proximate result of these acts and omissions, Plaintiff, is informed and  
12 believes, and based upon that information and belief alleges, that the Defendants, and each of them, were  
13 able to unfairly compete with other manufacturing facilities in the state of California by not paying overtime  
14 and wages in violation of Business & Professions Code Chapters 4 and 5, *et al.* Due to this unfair business  
15 practice, Defendants have been able to charge lower prices for its goods and services than the prices charged  
16 by other comparable hotels doing business in the state of California.

17 117. The victims of this unfair business practice include, but are not limited to, all non-exempt,  
18 hourly employees of Defendants, competitors of Defendants in the state of California, and the general  
19 public.

20 118. Plaintiff is informed and believes, and based upon that information and belief alleges, that  
21 Defendants, and each of them, performed the above-mentioned acts with the intent of gaining an unfair  
22 competitive advantage and thereby injuring Plaintiff, other employees, other competitors, and the general  
23 public.

24 119. By and through the conduct described above, Plaintiff, and all non-exempt, hourly  
25 employees, has been deprived of the right to be paid all wages earned, including meal and rest premiums  
26 and overtime compensation earned by virtue of employment with the Defendants at regular intervals, in  
27 accordance with the requirements of Labor Code §§ 200-203, 204, 226.7, 1197, 1198, *et seq.*  
28

1           120. By and through their unfair, unlawful and/or fraudulent business practices described herein,  
2 Defendants have obtained valuable property, money and services from Plaintiff, and all persons similarly  
3 situated, and has deprived Plaintiff, and all non-exempt, hourly employees of valuable rights and benefits  
4 guaranteed by law, all to their detriment.

5           121. Plaintiff and the Class have injury-in-fact as a result of Defendants' conduct. Moreover,  
6 Plaintiff and the Class have lost money as a direct result of Defendants' unfair, unlawful, deceptive and  
7 fraudulent conduct.

8           122. All of the acts described herein as violations of, among other things, the Cal. Labor Code  
9 and Industrial Welfare Commission Wage Orders, are unlawful and in violation of public policy; and in  
10 addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair,  
11 unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§  
12 17200, *et seq.*

13           123. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is entitled to, and  
14 does seek such relief as may be necessary to disgorge the profits which the Defendants have acquired, or of  
15 which Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent  
16 business practices. Plaintiff, and the members of the Plaintiff Classes, are not obligated to establish  
17 individual knowledge of the unfair practices of Defendants in order to recover restitution.

18           124. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is further entitled to  
19 and does seek a declaration that the above described business practices are unfair, unlawful and/or  
20 fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the  
21 above-described unfair, unlawful and/or fraudulent business practices in the future.

22           125. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, has no plain,  
23 speedy, and/or adequate remedy at law to redress the injuries which she has suffered as a consequence of the  
24 Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or  
25 fraudulent business practices described above, Plaintiff and the Plaintiff Class have suffered and will  
26 continue to suffer irreparable harm unless the Defendants' and each of them, are restrained from continuing  
27 to engage in said unfair, unlawful and/or fraudulent business practices.  
28

1 126. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein  
2 above, they will continue to fail to pay all regular and overtime wages to non-exempt, hourly employees. In  
3 addition, Defendants, and each of them, will continue to avoid paying the appropriate taxes, insurance and  
4 unemployment holdings.

5 127. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, requests that the  
6 Court issue a preliminary and permanent injunction prohibiting the Defendants, and each of them, from  
7 requiring non-exempt, hourly employees from working more than eight (8) hours a work day and/or forty  
8 (40) hours a week in any work week without payment of overtime wages.

9 128. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, also requests that  
10 the Court order Defendants to disgorge all illegally obtained monies from failing to pay taxes, state disability  
11 insurance premiums, and unemployment taxes, obtained by way of their violation of Business & Professions  
12 Code §§ 17200, et seq.

13 129. As Plaintiff seeks to enforce an important right affecting the public interest, to wit, the  
14 lawful payment of all wages as required by law the disgorgement of ill-gotten gains and the restitution of  
15 unlawfully withheld wages, with interest thereon, Plaintiff requests an award of attorneys' fees, pursuant to  
16 Code Civil Procedure § 1021.5.

17 **PRAYER**

18 WHEREFORE, PLAINTIFF DEMANDS A JURY TRIAL and prays for judgment as follows:

19 ON THE FIRST CAUSE OF ACTION:

- 20 (a) For compensatory damages and/or statutory damages and statutory penalties  
21 resulting from improper compensation according to proof;  
22 (b) For interest on any compensatory damages;  
23 (c) For Certification of the Classes defined herein, or such other Classes and/or  
24 subclasses as the Court will certify; and  
25 (d) For attorneys' fees and costs as allowed by law.

26 ON THE SECOND CAUSE OF ACTION:

- 27 (a) For statutory compensation, including one hour of pay for each workday that a meal  
28 period was not provided;

10/07/2015

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  
1015

- (b) For interest on any compensatory damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs.

ON THE THIRD CAUSE OF ACTION:

- (a) For statutory compensation, including one hour of pay for each workday that a rest period was not provided;
- (b) For interest on any compensatory damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs.

ON THE FOURTH CAUSE OF ACTION:

- (a) For statutory penalties;
- (b) For compensatory damages and interest thereon for actual harm caused;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs as allowed by law.

ON THE FIFTH CAUSE OF ACTION:

- (a) For compensatory damages and/or statutory damages and statutory penalties resulting from improper compensation according to proof;
- (b) For interest on any compensatory damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs as allowed by law.

ON THE SIXTH CAUSE OF ACTION:

- (a) For statutory penalties, including 30 days of pay for each employee not timely paid wages upon properly noticed resignation and/or termination;
- (b) For penalty enhancements for willful conduct;

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  
10/7/15

- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs.

ON THE SEVENTH CAUSE OF ACTION

- (a) For the equitable, injunctive and declaratory relief requested;
- (b) Treble damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify;
- (d) For disgorgement of profits; and
- (e) For statutory costs and attorneys' fees.

ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
- (b) For costs of suit; and,
- (c) For such other and further relief as this Court may deem just and proper.

Dated: October 7, 2015

QUINTILONE & ASSOCIATES



By: \_\_\_\_\_

RICHARD E. QUINTILONE II,  
ALVIN B. LINDSAY,  
Attorney for Plaintiff ERICA THOMPSON, on  
behalf of herself and on behalf of a Class of all  
other persons similarly situated

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial of the claims by jury to the extent authorized by law.

Dated: October 7, 2015

**QUINTILONE & ASSOCIATES**



By: \_\_\_\_\_

RICHARD E. QUINTILONE II,  
ALVIN B. LINDSAY  
Attorney for Plaintiff ERICA THOMPSON,  
on behalf of herself and on behalf of a Class of all  
other persons similarly situated

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  
51015



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Richard E. Quintilone II (SBN 200995)</b> Quintilone & Associates 22974 El Toro Road, Suite 100 Lake Forest, CA 92630 TELEPHONE NO.: (949) 458-9675 FAX NO.: (949) 458-9679 ATTORNEY FOR (Name): <b>Plaintiff, Erica Thompson</b>		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of Los Angeles  <b>OCT 07 2015</b>  Sherri R. Carter, Executive Officer/Clerk By <u>Judi Lara</u> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 North Hill Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Stanley Mosk Courthouse</b>		
CASE NAME: <b>Thompson v. The Standard Hotel, et. al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>BC 597 15 ?</b>  JUDGE: DEPT:

BY FAX

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/DPD/W (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/DPD/W (23) <b>Non-PI/DPD/W (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/DPD/W tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): **7**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **October 7, 2015**  
**Richard E. Quintilone II, Esq.**  
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

**BY FAX**  
**BC 5 97 152**

SHORT TITLE: Thompson v. The Standard Hotel, et. al.	CASE NUMBER <b>BC 5 97 152</b>
---	-----------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5-7  HOURS/  DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.  | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input checked="" type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review-Unlawful Detainer

SHORT TITLE: Thompson v. The Standard Hotel, et. al.	CASE NUMBER
---	-------------

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation    Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Thompson v. The Standard Hotel, et. al.	CASE NUMBER
---	-------------

Judicial Review (Cont'd.)

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.

Provisionally Complex  
Litigation

Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.

Enforcement  
of Judgment

Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
------------------------------------	--	--

Miscellaneous Civil  
Complaints

RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.

Miscellaneous Civil Petitions

Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

510270701

SHORT TITLE: Thompson v. The Standard Hotel, et. al.	CASE NUMBER
---	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: The Standard Hotel 550 South Flower Street Los Angeles, CA 90071
CITY: Los Angeles	STATE: CA	ZIP CODE: 90071

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Civil West courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: October 7, 2015

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

10/07/2015