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7 Attorneys for Defendant
MONTAGE HOTELS AND RESORTS, LLC

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 JENNIFER CAMPOS, an individual,
on behalf of herself and others
12 similarly situated,

13 Plaintiff,

14 vs.

15 MONTAGE HOTELS AND
RESORTS, LLC, a Nevada Limited
16 Liability Corporation; and DOES 1
through 50, inclusive,
17

18 Defendant.

CASE NO. 8:18-CV-00151

**DEFENDANT MONTAGE HOTELS
AND RESORTS, LLC'S NOTICE OF
REMOVAL**

**[28 U.S.C. §§ 1331, 1441 (A) AND (C),
1446 (A) (B) AND (D)]**

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1 TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT
2 COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, PLAINTIFF
3 JENNIFER CAMPOS AND TO HER ATTORNEYS OF RECORD, DAVID
4 YEREMIAN, ESQ. AND ALVIN B. LINDSAY, ESQ. OF DAVID YEREMIAN
5 & ASSOCIATES AND EMIL DAVTYAN, ESQ. OF DAVTYAN
6 PROFESSIONAL LAW CORPORATION:

7 PLEASE TAKE NOTICE THAT Defendant Montage Hotels and
8 Resorts, LLC (“Defendant”) hereby removes this action from the Superior Court of
9 the State of California for the County of Orange to the United States District Court
10 for the Southern District of California. This removal is based on federal question
11 jurisdiction, 28 U.S.C. §§ 1331, 1441(a) and (c), and 1446(a), (b), and (d), for the
12 reasons stated below:

13 **FACTUAL BACKGROUND**

14 1. Complaint. On or about December 22, 2017, plaintiff Jennifer
15 Campos (“Plaintiff”) filed a Complaint in the Superior Court of the State of
16 California for the County of Orange entitled: “JENNIFER CAMPOS, *an*
17 *individual, on behalf of herself and others similarly situated, Plaintiff, v.*
18 *MONTAGE HOTELS AND RESORTS, LLC, a Nevada Limited Liability*
19 *Corporation, and DOES 1 through 50, inclusive, Defendant,”* designated as Case
20 No. 30-2017-00963321-CU-OS-CXC. The Complaint asserts nine causes of action
21 against Defendant for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
22 Wages and Overtime Under Labor Code section 510; (3) Failure to Pay Wages
23 Under the FLSA, 29 USC sections 206, 207; (4) Meal Period Liability Under Labor
24 Code section 226.7; (5) Rest Break Liability Under Labor Code section 226.7; (6)
25 Violation of Labor Code section 226(a); (7) Violation of Labor Code section 221;
26 (8) Violation of Labor Code section 203; (9) Violation of Business & Professions
27 Code section 17200 *et seq.* True and correct copies of the Summons, Complaint,
28 and Civil Case Cover Sheet are attached hereto as Exhibit “A.”

1 2. Service of Process. On December 27, 2017, Plaintiff, through
2 her counsel, caused a copy of the Summons, Complaint, and Civil Case Cover
3 Sheet to be served on Defendant. See Declaration of Chris A. Jalian (“Jalian
4 Decl.”) ¶ 2, attached hereto as Exhibit “B.” The Complaint is the initial and only
5 pleading setting forth the claims for relief upon which this action is based and may
6 be removed. Defendants Does 1 through 50 are unnamed and unknown, and
7 therefore have not been served with the Complaint. See Cmplt. ¶ 6.

8 3. Responsive Pleading. On January 25, 2018, Defendant filed and
9 served its Answer to Plaintiff’s Complaint. Jalian Decl. ¶ 3. A true and correct
10 copy of Defendant’s Answer is attached hereto as Exhibit “C.”

11 **PROCEDURAL ISSUES**

12 4. Removal is Timely. Because no other initial pleadings were
13 received by Defendant since December 27, 2017, this removal is timely, as it is
14 being filed within thirty (30) days after receipt by Defendant of the initial pleading
15 and is timely filed pursuant to 28 U.S.C. § 1446(b).

16 5. Removal to Proper Court. Defendant properly removes
17 Plaintiff’s state court action to this Court because this Court is part of the “district
18 and division embracing the place where” Plaintiff filed her state court action –
19 Orange County, California. 28 U.S.C. § 1446(a); Cmplt. ¶ 2.

20 6. Pleadings and Process. The Summons, Complaint, and Answer
21 to the Complaint constitute all process, pleadings, and orders served on or by
22 Defendant in this action.

23 7. Filing and Service. In accordance with 28 U.S.C. § 1446(d), the
24 undersigned counsel certifies that a copy of this Notice of Removal and all
25 supporting papers will be promptly served on Plaintiff’s counsel and filed with the
26 Clerk of the Orange County Superior Court. Jalian Decl. ¶ 4. True and correct
27 copies of the Notice to Adverse Party of Removal of Civil Action and the Notice to
28 Superior Court of Removal of Civil Action are attached hereto as Exhibits “D” and

1 “E,” respectively. Therefore, all procedural requirements under 28 U.S.C. § 1446
2 have been satisfied.

3 8. Venue. Venue is proper in this district pursuant to 28 U.S.C.
4 section 1441(a) because the superior court where the removed case was pending is
5 located within this district.

6 **FEDERAL QUESTION JURISDICTION**

7 9. A state court action may be removed to federal court if the
8 federal court would have had original jurisdiction over the suit. 28 U.S.C.
9 § 1441(a). This is a civil action over which this Court has original jurisdiction
10 under 28 U.S.C. § 1331.

11 10. Plaintiff’s third cause of action for alleged failure to pay wages
12 is brought under and is based entirely on an alleged violation of the Fair Labor
13 Standards Act (“FLSA”), 29 U.S.C. sections 206, 207, *et seq.* Cmplt. ¶¶ 27, 65-75.
14 Specifically, Plaintiff alleges, in part:

15 Plaintiff is informed and believes, and thereon alleges, that
16 Defendants have required the Plaintiff and FLSA collective
17 Employees as part of their employment to work off the clock and
18 for less than minimum wage under 29 U.S.C. § 206(a)(1). . . . and
19 that Defendants also required Plaintiff and require the FLSA
20 collective Employees to work without overtime in excess of the
21 forty (40) hours per week maximum under 29 U.S.C. § 207(a)(I).
22 In the performance of their duties for Defendants, Employees as
23 members of the FLSA collective often did work off the clock and
24 over forty (40) hours per week, received nonhourly payments that
25 were not incorporated by Defendants into the regular rate used to
26 calculate and pay overtime compensation, and did not receive
27 minimum wages and other required compensation for the work,
28 labor and services they provided to Defendants, as required by the

1 FLSA, 29 U.S.C. §§ 206 and 207. . . . Defendants’ violations of the
2 FLSA were willful within the meaning of the statute and
3 interpretive case law and decisions. . . . Plaintiff seeks . . . all
4 unpaid wages, including minimum and overtime wages owed by
5 Defendants, pursuant to 29 U.S.C. §§ 206 and 207, together with
6 an award of an additional equal amount as liquidated damages, and
7 costs, interest, and reasonable attorneys’ fees, as provided for
8 under 29 U.S.C. § 216(b)

9 Cmpl. ¶¶ 65-75.

10 11. This Court has jurisdiction over Plaintiff’s FLSA claim pursuant
11 to 29 U.S.C. section 216, which provides that “[a]n action to recover the liability
12 [under Section 206, 207 or 215(a)(2)] may be maintained against an employer in
13 any Federal or State court of competent jurisdiction by any one or more employees
14 for and on behalf of himself or themselves and other employees similarly situated.”
15 29 U.S.C. § 216(b). Accordingly, Defendant may remove this action because it
16 arises “under the Constitution, laws, or treaties of the United States.” 28 U.S.C. §§
17 1331, 1441.

18 **SUPPLEMENTAL JURISDICTION**

19 12. This Court has supplemental jurisdiction over all other claims
20 asserted by Plaintiff, pursuant to 28 U.S.C. sections 1367(a) and 1441(c). When a
21 defendant removes a lawsuit that joins both federal and state law claims, the district
22 court may exercise supplemental jurisdiction over the state law claims if those
23 claims are so closely related to the federal claim that they “form part of the same
24 case or controversy.” 28 U.S.C. § 1367(a). Since all of Plaintiff’s claims arise
25 from the same common nucleus of operative facts, all should be tried in one action.
26 *See Nishimoto v. Federman-Bachrach & Assoc.*, 903 F.2d 709, 714 (9th Cir. 1990).
27 Considerations of convenience, judicial economy and fairness to the litigants
28

1 strongly favor this Court exercising jurisdiction over Plaintiff’s Complaint. *See*
2 *United Mine Workers v. Gibbs*, 383 U.S. 715, 725-26 (1966).

3 WHEREFORE, Defendant respectfully removes the above-entitled
4 action now pending before the Superior Court of the State of California for the
5 County of Orange to this Court. Should the Court be inclined to remand this action,
6 Defendant respectfully requests that the court issue an order to show cause why the
7 case should be remanded, providing the parties with an opportunity to present
8 briefing and argument prior to any possible remand. Such action is appropriate
9 because remand is not subject to appellate review.

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DATED: January 26, 2018 PAUL HASTINGS LLP
ELENA R. BACA
CHRIS A. JALIAN

By: /s/ Chris A. Jalian
CHRIS A. JALIAN

Attorneys for Defendant
MONTAGE HOTELS AND RESORTS, LLC

EXHIBIT A



**Service of Process
Transmittal**

12/27/2017
CT Log Number 532535499

TO: Andrew Flor
Montage Hotels & Resorts, LLC
3 Ada Ste 100
Irvine, CA 92618-2322

RE: Process Served in California

FOR: Montage Hotels & Resorts, LLC (Domestic State: NV)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: JENNIFER CAMPOS, an individual, on behalf of herself and others similarly situated, Pltf. vs. Montage Hotels & Resorts, LLC, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet,

COURT/AGENCY: Orange County - Superior Court - Santa Ana, CA
Case # 30201700963321CUOECXC

NATURE OF ACTION: Employee Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 12/27/2017 at 13:55

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): David Yeremian
DAVID YEREMIAN & ASSOCIATES, INC.
535 N. Brand Blvd., Suite 705
Glendale, CA 91203
818-230-8380

ACTION ITEMS: SOP Papers with Transmittal, via UPS Next Day Air , 1Z0399EX0131390129
Image SOP
Email Notification, Andrew Flor andrew.flor@montage.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

12-27-17 55

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

MONTAGE HOTELS AND RESORTS, LLC, a Nevada Limited Liability Corporation; and DOES 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JENNIFER CAMPOS, an individual, on behalf of herself and others similarly situated

**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**
ELECTRONICALLY FILED
Superior Court of California,
County of Orange
12/22/2017 at 08:14:52 AM
Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.
You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.
There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.
Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.
Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no pueda pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

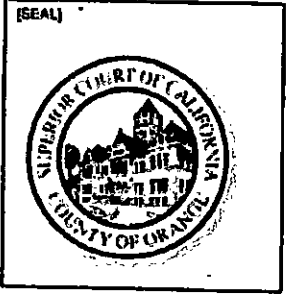
The name and address of the court is:
(El nombre y dirección de la corte es): **Orange County**
751 West Santa Ana Blvd.
Santa Ana, CA 92701

CASE NUMBER:
30-2017-00982231 CIV DE CVC
Judge Glenda Sanders

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
David Yeremian, 535 N. Brand Blvd. Suite 705, Glendale, CA 91203 (818) 230-8380

DATE: **12/22/2017** DAVID H. YAMASAKI, Clerk of the Court Clerk, by Georgina Ramirez Deputy (Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served
1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): **Montage Hotels and Resorts, LLC, a Nevada Limited Liability Corporation**
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date): **12-27-17**

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

12/22/2017 at 08:14:52 AM

Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

1 **DAVID YEREMIAN & ASSOCIATES, INC.**
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9 Facsimile: (818) 975-5525

10 Attorneys for Plaintiff JENNIFER CAMPOS,
on behalf of herself and others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF ORANGE**

14 **JENNIFER CAMPOS**, an individual, on
behalf of herself and others similarly situated,

15 **Plaintiff,**

16 **vs.**

17 **MONTAGE HOTELS AND RESORTS,**
18 **LLC**, a Nevada Limited Liability
Corporation; and **DOES 1 through 50,**
19 **inclusive,**

20 **Defendants.**

Case No.: **30-2017-00963321-CU-0E-CXC**

CLASS ACTION

Assigned for All Purposes To:

Hon. Judge Glenda Sanders
Dept.: CX-101

**CLASS ACTION COMPLAINT AND
COLLECTIVE ACTION FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure to Pay Wages Under the FLSA, 29 USC §§ 206, 207;
4. Meal Period Liability Under Labor Code § 226.7;
5. Rest-Break Liability Under Labor Code § 226.7;
6. Violation of Labor Code §§ 226(a);
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff JENNIFER CAMPOS, (hereinafter "Plaintiff") on behalf of herself and all others
2 similarly situated (collectively, "Employees"; individually, "Employee") complains of
3 Defendants, and each of them, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly associates by Defendants MONTAGE
8 HOTELS AND RESORTS, LLC and DOES 1 through 50 (all defendants being collectively
9 referred to herein as "Defendants"). Plaintiff alleges that Defendants, and each of them, violated
10 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
11 Commission (IWC), and California Business & Professions Code, and also brings a collective
12 action for Defendants' violations of the provisions of the Fair Labor Standards Act ("FLSA"),
13 including 29 U.S.C. §§ 206 and 207, and seeks redress therefore.

14 2. Plaintiff is a resident of California and Orange County, and during the time period
15 relevant to this Complaint, was employed by Defendants as a non-exempt hourly associate within
16 the State of California at Defendants' hotel and resort location in Laguna Beach, California and
17 within the County of Orange. Plaintiff worked for Defendants in positions including reservations
18 agent, and consistently worked at Defendants' behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants' hotel locations, with assigned responsibilities attendant to
21 servicing the guests visiting Defendants' hotel and resort locations. Upon information and belief,
22 Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities (2)
23 was subjected to the same policies and practices (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class and collective to
26 work off the clock and failed to record accurate time worked by these Employees, including by
27 rounding hours worked to the nearest quarter-hour to their detriment, failed to pay them at the
28 appropriate rates for all hours worked, and provided Plaintiff and the Class members with

1 inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful
2 pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest
3 periods, as employees were not provided with the opportunity to take uninterrupted and duty-free
4 rest periods and meal breaks as required by the Labor Code.

5 4. Defendant MONTAGE HOTELS AND RESORTS, LLC (“Montage”) is a Nevada
6 limited liability corporation whose web-site explains that it is “a management company with a
7 collection of distinctive luxury hotels, resorts, and residences conveying a shared dedication to
8 comfortable elegance.” Upon information and belief, Montage operates hotel and resort locations
9 in California, including “Montage” hotels in Laguna Beach, Los Angeles, and San Diego,
10 California, and in other states, including in Utah, Hawaii, and South Carolina, along with a
11 location in Los Cabos, Mexico. Defendant Montage is headquartered and lists its Principal Office
12 and its California Office in Irvine, California in Orange County, and maintains operations in
13 Orange, Los Angeles, and San Diego counties in California. Defendants have thus conducted
14 business in California at their various hotel and resort locations, including in Orange County, and
15 employed the Employees in the Class and collective at locations within California, or at their other
16 hotel and resort locations in the other states in which Defendants operate.

17 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
18 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
19 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
20 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
21 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
22 obligations and liabilities giving rise to this lawsuit occurred in part in the County of Orange and
23 Defendant Montage maintains and operates its hotel and resort location in Laguna Beach,
24 California, thus employing Plaintiff and other Class members in Orange County and throughout
25 California.

26 6. The true names and capacities, whether individual, corporate, associate, or
27 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
28 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of

1 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
2 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
3 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
4 this Complaint to reflect the true names and capacities of the Defendants designated herein as
5 Does 1 through 50 when their identities become known.

6 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
7 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
8 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
9 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
10 all respects as the employers or joint employers of Employees. Defendants, and each of them,
11 exercised control over the wages, hours or working conditions of Employees, or suffered or
12 permitted Employees to work, or engaged, thereby creating a common law employment
13 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
14 employed Employees.

15 **FACTUAL BACKGROUND**

16 8. The Employees who comprise the Class and collective, including Plaintiff, are
17 nonexempt employees pursuant to the applicable Wage Order of the IWC and applicable federal
18 regulations. Defendants hire associate Employees who work in non-exempt positions at the
19 direction of Defendants in the State of California and throughout the United States. Plaintiff and
20 the Class members were either not paid by Defendants for all hours worked or were not paid at the
21 appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to
22 pay Plaintiff and the Class members all wages due and owing, including by unlawful rounding to
23 their detriment or under-recording of hours worked, made unlawful deductions from their pay,
24 failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
25 violation of various provisions of the California Labor Code and applicable Wage Orders, and the
26 FLSA where applicable.

27 9. During the course of Plaintiff and the Class members' employment with
28 Defendants, they were not paid all wages they were owed, including for all work performed

1 (resulting in "off the clock" work) and for all overtime hours worked and were forced to work
2 off-the-clock to keep labor budgets low.

3 10. More specifically, Defendants required many of the Employee Class members to
4 clock in and out in Defendants' timekeeping system by swiping cards Defendants issued to them,
5 and the timekeeping system permitted Defendant to record clock in and clock out times to the
6 real-time minute. In fact, Plaintiff was disciplined if she clocked in late by minutes as recorded in
7 her timekeeping records. However, rather than paying Plaintiff and the Class members for all
8 hours and minutes they actually worked, Defendants followed a uniform policy and practice of
9 rounding all time entries to the nearest quarter-hour (i.e. to the nearest 15 minute time increment),
10 and generally did so to the detriment of the Employees, and these unlawfully rounded time entries
11 were inputted into Defendants' payroll system from which wage statements and payroll checks
12 were created. By implementing policies, programs, practices, procedures and protocols which
13 rounded the hours worked by Class members down to their detriment, Defendants' willful actions
14 resulted in the systematic underpayment of wages to Class members, including underpayment of
15 overtime pay to Class members over a period of time. Defendants also paid certain commissions
16 and bonuses to Plaintiff and the Class members, but failed to correctly calculate the regular rate
17 of pay to Employees based on these additional non-hourly wages that Defendants used to
18 calculate and pay overtime to the Employees, and Defendants required Plaintiffs and the Class
19 members to work performing job duties while off the clock and without pay, including by
20 unlawful rounding. Defendant has also either failed to maintain timekeeping records for Plaintiff
21 that would permit her to discover the nature and extent of Defendants' unlawful rounding or has
22 refused to produce them to Plaintiff in response to her timely request to be provided with them.

23 11. As a matter of uniform Company policy, Plaintiff and the Class members were
24 required to work off the clock which was not compensated by Defendants in violation of the
25 California Labor Code and the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201
26 *et seq.* Plaintiff and the Class members were also not paid regular wages and overtime for the
27 time they were required to comply with other requirements imposed upon them, which they had
28 to complete while off-duty and without compensation. Plaintiff and the Class members were

1 sometimes asked to work shifts over eight (8) hours in a day and to work over forty (40) hours in
2 a work week, but they were not paid at the appropriate overtime rate for all such hours, including
3 by being required to perform work duties and tasks without pay and while off-the-clock due to
4 Defendants' unlawful rounding, and Defendants further miscalculated and underpaid overtime by
5 failing to account for commissions and other non-hourly payments in calculating and paying
6 overtime. As a result, Plaintiff and the Class members worked substantial overtime hours during
7 their employment with Defendants for which they were not compensated, in violation of the
8 California Labor Code and the FLSA.

9 12. As a result of the above described unlawful rounding and requirements to work off
10 the clock, the failure to calculate and pay wages at the correct rates, the daily work demands and
11 pressures to work through breaks, and the other wage violations they endured at Defendants'
12 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
13 wages owed to them by Defendants, including when working more than eight (8) hours in any
14 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
15 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
16 which they were not adequately and completely compensated, in addition to the hours they were
17 required to work off the clock. To the extent applicable, Defendants also failed to pay Plaintiff
18 and the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of
19 the seventh consecutive work day in a week and overtime payments at the rate of 2 times the
20 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required
21 under the Labor Code and applicable IWC Wage Orders.

22 13. Therefore, from at least four (4) years prior to the filing of this lawsuit and
23 continuing to the present, Defendants thus had a consistent policy or practice of failing to pay
24 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
25 by California Law.

26 14. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to
27 the present, Defendants also had a consistent policy or practice of failing to pay Employees
28 overtime compensation at premium overtime rates for all hours worked in excess of eight (8)

1 hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of
2 twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC
3 Wage Orders.

4 15. Furthermore, during the three years immediately preceding the filing of the
5 Complaint in this action and within the statute of limitations periods applicable to the Third
6 Cause of Action pled herein, Defendants employed Plaintiff and other hotel associate Employees
7 within the United States (collectively "FLSA Collective Members"). FLSA Collective Members
8 were, and are, victims of Defendants' policies and/or practices complained of herein, lost money
9 and/or property, and have been deprived of the rights guaranteed to them by the FLSA, as
10 addressed in further detail herein. The FLSA Collective Members include of all Defendants'
11 current and former non-exempt, hourly hotel and resort Employees who worked based out of any
12 of Defendants' locations throughout the United States.

13 16. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
14 meal periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other
15 Class members as required by the applicable Wage Order and Labor Code. Defendants did not
16 have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal
17 periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class
18 members. Plaintiff and other Class members were required to perform work as ordered by
19 Defendants for more than five (5) hours during a shift, but were often required to do so without
20 receiving a meal break. In fact, as addressed above, Defendants followed a practice of under-
21 reporting or rounding down hours worked in a manner that would impact when Employees were to
22 receive meal periods, and meal periods were therefore either provided late or were interrupted by
23 customer demands. On occasions when Employees in the Class worked over 10 hours in a shift,
24 Defendants also failed to provide them with a second meal period. Furthermore, Plaintiff was not
25 authorized and permitted to take her required, off-duty and paid rest periods for every four (4)
26 hours worked or major fraction thereof, as Plaintiff was required to remain on-duty to respond to
27 customer and management demands. As a result, Defendants' failure to provide the Plaintiff and
28 the Class members with all the legally required off-duty, unpaid meal periods and all the legally

1 required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or
2 lack thereof. Again, Defendants have either failed to maintain required records of when meal
3 periods were provided or failed to produce them in response to Plaintiff's timely and lawful
4 request.

5 17. For at least four years prior to the filing of this action and through to the present,
6 Plaintiff and the Class members were forced to meet the needs of Defendants' clientele, and could
7 not be relieved to take breaks, or were required to remain on-duty at all times and were unable to
8 take off-duty breaks or were otherwise not provided with the opportunity to take required breaks
9 due to Defendants' policies and practices. On the occasions when Plaintiff and the Class members
10 were provided with a meal period, it was often untimely or interrupted, as they were required to
11 respond to work demands, and they were not provided with one (1) hour's wages in lieu thereof.
12 Meal period violations thus occurred in one or more of the following manners:

- 13 (a) Class members were not provided full thirty-minute duty free meal periods
14 for work days in excess of five (5) hours and were not compensated one (1)
15 hour's wages in lieu thereof, all in violation of, among others, Labor Code
16 §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
17 Order(s);
- 18 (b) Class members were not provided second full thirty-minute duty free meal
19 periods for work days in excess of ten (10) hours;
- 20 (c) Class members were required to work through at least part of their daily
21 meal period(s);
- 22 (d) Meal period were provided after five hours of continuous work during a
23 shift; and
- 24 (e) Class members were restricted in their ability to take a full thirty-minute
25 meal period.

26 18. Plaintiff and the Defendants' non-exempt, hourly hotel Employees in the Class
27 were also not authorized and permitted to take lawful rest periods, were systematically required
28 by Defendants to work through or during breaks, and were not provided with one (1) hour's

1 wages in lieu thereof. Rest period violations therefore arose in one or more of the following
2 manners:

- 3 (a) Class members were required to work without being provided a minimum
4 ten minute rest period for every four (4) hours or major fraction thereof
5 worked and were not compensated one (1) hour of pay at their regular rate
6 of compensation for each workday that a rest period was not provided; and
- 7 (b) Class members were not authorized and permitted to take timely rest
8 periods for every four hours worked, or major fraction thereof.

9 19. Class members were also restricted in their ability to take their full ten (10) minutes
10 net rest time or were otherwise not provided with duty-free rest periods. Therefore, from at least
11 four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have
12 consistently failed to provide Employees with paid rest breaks of not less than ten (10) minutes for
13 every work period of four (4) or more consecutive hours; nor did Defendant pay Employees
14 premium pay for each day on which requisite rest breaks were not provided or were deficiently
15 provided

16 20. Additionally, from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Employees to work shifts in excess
18 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
19 (30) minutes, and shifts in excess of ten (10) hours without providing them with second meal
20 periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one
21 hour of wages at each Employee's effective hourly rate of pay, for each meal period that
22 Defendants failed to provide or deficiently provided.

23 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have consistently and unlawfully collected or received wages from Employees
25 by making automatic deduction from Employees' wages for alleged meal periods which
26 Employees were consistently denied.

27 ///

28 ///

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

- 4 a. failing to pay all wages owed to Class members who either were discharged, laid
5 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
6 203;
- 7 b. failing to pay all wages owed to the Class members twice monthly in accordance
8 with the requirements of Labor Code § 204;
- 9 c. failing to pay Class members all wages owed, including all meal and rest period
10 premium wages;
- 11 d. failing to maintain accurate records of Class members' earned wages and meal
12 periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the
13 applicable IWC Wage Orders; and
- 14 e. failing to produce timekeeping records in response to Plaintiff's timely and lawful
15 request to receive them under these authorities.

16 23. From at least four (4) years prior to the filing of this lawsuit, and continuing to the
17 present, Defendants have also consistently failed to provide Employees with timely, accurate, and
18 itemized wage statements, in writing, as required by California wage-and-hour laws, including by
19 the above-described requirement of off the clock work, unlawful rounding to the detriment of
20 Employees, and incorrect calculation of the regular rate used to calculate and pay overtime.
21 Defendants have also made it difficult to account with precision for the unlawfully withheld meal
22 and rest period compensation owed to Plaintiff and the Class, during the liability period, because
23 they did not implement and preserve a record-keeping method as required for non-exempt retail
24 employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
25 California Wage Orders. Upon information and belief, time clock punches were not maintained, or
26 were not accurately maintained, for work shifts and meal periods, which were automatically
27 presumed by Defendants to have been lawfully provided when they were not. Defendants also
28 failed to accurately record and pay for all regular and overtime hours worked and submitted by

1 Plaintiff and the Class members, as Defendants' policy of unlawfully rounding time entries to the
2 detriment of Employees resulted to changed timekeeping records and corresponding payroll
3 records reflecting that Employees worked less hours than they actually worked. Defendants have
4 thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked
5 and total wages earned by Plaintiff and the Class members, along with the appropriate applicable
6 rates, among others requirements. Plaintiff and Class members are therefore entitled to penalties
7 not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have
8 also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to
9 maintain time records showing when the employee begins and ends each work period, meal
10 periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing
11 in wage statements all deductions from payment of wages and accurately reporting total hours
12 worked by the Class members.

13 24. From at least four (4) years prior to filing this lawsuit and continuing to the present,
14 Defendants have thus also had a consistent policy of failing to pay all wages owed to Employees
15 at the time of their termination of within seventy-two (72) hours of their resignation, as required
16 by California wage-and-hour laws.

17 25. In light of the foregoing, Employees bring this action pursuant to, *inter alia*, Labor
18 Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510, 511, 512, 558, 1174, 1185,
19 1194, 1194.2, and 1197 and California Code of Regulations, Title 8, section 11000 *et seq.*,

20 26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
21 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
22 enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices
23 alleged in this Complaint.

24 27. The Fair Labor Standards Act: The Fair Labor Standards Act of 1938, as amended,
25 29 U.S.C. §§ 201 *et seq.* (hereinafter referred to as "FLSA"), provides for minimum standards for
26 both minimum and regular wages and overtime entitlement, and details administrative procedures
27 by which covered work time must be compensated. The enactment of the provisions of the FLSA
28 provide the Courts with substantial authority to stamp out abuses and enforce the minimum wage

1 and overtime pay provisions at issue in this Complaint. According to Congressional findings, the
2 existence of labor conditions detrimental to the maintenance of the minimum standard of living
3 engenders unfair commercial competition, labor disputes, and barriers to commerce and the free
4 flow of goods in commerce, and interferes with the orderly and fair marketing of goods.
5 Defendants violated the FLSA with the above described unlawful wage payment practices,
6 including by not paying Employees for all hours worked at the required minimum and regular
7 wage and for all overtime for hours worked over 40 in a workweek.

8 **CLASS AND COLLECTIVE ALLEGATIONS**

9 28. Plaintiff brings this class action on behalf of herself and all others similarly situated
10 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or
11 “Class members”) defined as follows: “All individuals employed by Defendants at any time
12 during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
13 determined by the Court (“the Class Period”), and who have been employed by Defendants as
14 non-exempt, hourly associate employees within the State of California.”

15 Further, Plaintiff seeks to represent the following Subclasses composed of and defined as
16 follows:

17 a. **Subclass 1. Minimum Wages Subclass.** All Class members who were not
18 compensated for all hours worked for Defendants at the applicable minimum wage.

19 b. **Subclass 2. Wages and Overtime Subclass.** All Class members who were not
20 compensated for all hours worked for Defendants at the required rates of pay, including for all
21 hours worked in excess of eight in a day and/or forty in a week.

22 c. **Subclass 3. Meal Period Subclass.** All Class members who were subject to
23 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
24 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

25 d. **Subclass 4. Rest Break Subclass.** All Class members who were subject to
26 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
27 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
28 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

1 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
2 applicable limitations period, were not provided with accurate itemized wage statements.

3 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
4 who were subject to Defendants' policy and/or practice of automatically deducting 30-minutes
5 worth of wages from Employees for alleged meal periods they were denied and/or by understating
6 the hours worked by Employees.

7
8 g. Subclass 7. Termination Pay Subclass. All Class members who, within the
9 applicable limitations period, either voluntarily or involuntarily separated from their employment
10 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
11 termination.

12 h. Subclass 8. UCL Subclass. All Class members who are owed restitution as a result
13 of Defendants' business acts and practices, to the extent such acts and practices are found to be
14 unlawful, deceptive, and/or unfair.

15 29. Plaintiff also brings this action pursuant to 29 U.S.C. § 216 on behalf of a
16 collective defined as: "All current and former hourly, non-exempt hotel and resort employees who
17 worked for Defendants at any time during the period of three (3) years prior to the filing of this
18 lawsuit and ending on a date as determined by the Court (the "FLSA Collective"). The FLSA
19 Collective Members include of all Defendants' current and former hourly, retail store employees
20 who worked based out of any of Defendants' locations throughout the United States, including
21 those in California. Defendants are liable under the FLSA for, *inter alia*, failing to properly
22 compensate Plaintiff and FLSA Class members for all hours worked.

23 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
24 modify the class description with greater particularity or further division into subclasses or
25 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
26 against Defendants, the Class Period should be adjusted accordingly.

27 31. Defendants, as a matter of company policy, practice and procedure, and in violation
28 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,

1 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
2 in a practice whereby Defendants failed to correctly calculate compensation for the time worked
3 by the Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of
4 this work, required employees to perform this work and permitted or suffered to permit this work.
5 Defendants have uniformly denied these Class members wages to which these employees are
6 entitled, and failed to provide meal periods or authorize and permit rest periods, in order to
7 unfairly cheat the competition and unlawfully profit.

8 32. This action has been brought and may properly be maintained as a class action
9 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
10 of interest in litigation and proposed class is easily ascertainable.

11 **A. Numerosity**

12 33. The potential members of the class as defined are so numerous that joinder of all
13 the member of the class is impracticable. While the precise number of class member has not been
14 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
15 time period relevant to this lawsuit, thousands of Employees who satisfy the Class definition
16 within the State of California.

17 34. Accounting for employee turnover during the relevant time period increases this
18 number substantially. Plaintiff alleges that Defendants' employment records will provide
19 information as to the number and location of all class members.

20 **B. Commonality**

21 35. There are questions of law and fact common to the Class that predominate over any
22 questions affecting only individual Class members. These common questions of law and fact
23 include:

- 24 a. Whether Defendants failed to pay Employees minimum wages;
- 25 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 26 c. Whether Defendants failed to pay Employees overtime as required under Labor
27 Code § 510;
- 28 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable

1 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
2 premium pay in lieu thereof;

3 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
4 Orders, by failing to authorize and permit Employees to take requisite rest breaks
5 or provide premium pay in lieu thereof;

6 f. Whether Defendants violated Labor Code § 226(a) by providing Employees with
7 inaccurate wage statements;

8 g. Whether Defendants violated Labor Code § 221;

9 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
10 wages and compensation due and owing at the time of termination of employment;

11 i. Whether Defendants' conduct was willful;

12 j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
13 Orders by failing to maintain accurate records of Class members' earned wages and
14 work periods;

15 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all
16 Employees during the relevant time period for all hours worked, whether regular or
17 overtime;

18 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;

19 m. Whether Employees are entitled to equitable relief pursuant to Business and
20 Professions Code § 17200 *et seq.*

21 **C. Typicality**

22 36. The claims of the named plaintiff are typical of those of the other Employees. The
23 Employee Class members all sustained injuries and damages arising out of and caused by
24 Defendants' common course of conduct in violation of statutes, as well as regulations that have
25 the force and effect of law, as alleged herein.

26 **D. Adequacy of Representation**

27 37. Plaintiff will fairly and adequately represent and protect the interest of the
28 Employees. Counsel who represents the Employees are experienced and competent in litigating

1 employment class actions.

2 **E. Superiority of Class Action**

3 38. A class action is superior to other available means for the fair and efficient
4 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
5 questions of law and fact common to all Employees predominate over any questions affecting only
6 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
7 Defendants' illegal policies or practices of failing to compensate Employees properly.

8 39. As to the issues raised in this case, a class action is superior to all other methods for
9 the fair and efficient adjudication of this controversy, as joinder of all Class members is
10 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
11 members. Further, as the economic or other loss suffered by vast numbers of Class members may
12 be relatively small, the expense and burden of individual actions makes it difficult for the Class
13 members to individually redress the wrongs they have suffered. Moreover, in the event
14 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
15 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
16 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
17 to vindicate their rights for violations they endured which they would otherwise be foreclosed
18 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

19 40. Class action treatment will allow those persons similarly situated to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
22 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
23 set forth the subject and nature of the instant action. The Defendants' own business records can be
24 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
25 that any further notice is required additional media and/or mailings can be used.

26 41. Defendants, as a prospective and actual employer of the Employees, had a special
27 fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants'
28 pay practices, policies and working conditions imposed upon the similarly situated Employees as

1 well as the effect of any alleged arbitration agreements that may have been forced upon them. In
2 addition, Defendants knew they possessed special knowledge about pay practices and policies,
3 most notably intentionally refusing to pay for all hours actually worked which should have been
4 recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
5 and policies and practices on the Employees and Class as a whole.

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

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGES**

15 **(Against All Defendants)**

16 43. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 44. Defendants failed to pay Employees minimum wages for all hours worked.
19 Defendants had a consistent policy of misstating Employees time records and failing to pay
20 Employees for all hours worked. Employees would work hours and not receive wages, including
21 as alleged above in connection with off the clock work and regarding rounding of timekeeping
22 entries and revisions made to timekeeping records to reflect less time worked than was actually
23 worked. Defendants, and each of them, have also intentionally and improperly rounded,
24 changed, adjusted and/or modified Employee hours, and imposed difficult to attain job and shift
25 scheduling requirements on Plaintiff and the Class members, which resulted in off the clock work
26 and underpayment of all wages owed to employees over a period of time, while benefiting
27 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum
28 wages to Plaintiff and the Class members, including by unlawful rounding to their detriment.

1 Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked
2 during alleged meal and rest periods for which Employees were consistently denied, as also
3 addressed herein. Defendants' uniform pattern of unlawful wage and hour practices manifested,
4 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
5 policy and practice that denied accurate compensation to Plaintiff and the other members of the
6 Class as to minimum wage pay.

7 45. In California, employees must be paid at least the then applicable state minimum
8 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
9 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
10 timely pay its employees for all hours worked. Defendants failed to do so.

11 46. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
12 states:

13 The minimum wage for employees fixed by the commission is the
14 minimum wage to be paid to employees, and the payment of a less
15 wage than the minimum so fixed is unlawful.

16 47. The applicable minimum wages fixed by the commission for work during the
17 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
18 therefore entitled to double the minimum wage during the relevant period.

19 48. The minimum wage provisions of California Labor Code are enforceable by private
20 civil action pursuant to Labor Code § 1194(a) which states:

21 Notwithstanding any agreement to work for a lesser wage, any
22 employee receiving less than the legal minimum wage or the legal
23 overtime compensation applicable to the employee is entitled to
24 recover in a civil action the unpaid balance of the full amount of
25 this minimum wage or overtime compensation, including interest
26 thereon, reasonable attorney's fees and costs of suit.

27 49. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
28 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
29 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
30 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
31 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may

1 be used as a credit against a minimum wage obligation.

2 50. In committing these violations of the California Labor Code, Defendants
3 inaccurately recorded or calculated the correct time worked and consequently underpaid the actual
4 time worked by Plaintiff and other members of the Class. Defendants acted in an illegal attempt
5 to avoid the payment of all earned wages, and other benefits in violation of the California Labor
6 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.
7 As a result of these violations, Defendant also failed to timely pay all wages earned in accordance
8 with California Labor Code § 1194.

9 51. California Labor Code § 1194.2 also provides for the following remedies:

10 In any action under Section 1194 . . . to recover wages because of
11 the payment of a wage less than the minimum wages fixed by an
12 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

13 52. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
14 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
15 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
16 pay each employee minimum wages.

17 53. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
18 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
19 interest thereon.

20 54. Defendants have the ability to pay minimum wages for all time worked and have
21 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
22 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

23 55. Wherefore, Plaintiff and the Employee Class members are entitled to recover the
24 unpaid minimum wages (including double minimum wages), liquidated damages in an amount
25 equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees
26 and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of
27 the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,
28 as well as the assessment of any statutory penalties against Defendants, in a sum as provided by

1 the California Labor Code and/or other applicable statutes. To the extent minimum wage
2 compensation is determined to be owed to the Class members who have terminated their
3 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
4 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
5 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
6 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
7 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
8 alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
9 members are entitled to seek and recover statutory costs.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

12 **(Against All Defendants)**

13 56. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 57. California Labor Code § 1194 provides that "any employee receiving less than the
16 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
18 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
19 may be maintained directly against the employer in an employee's name without first filing a
20 claim with the Department of Labor Standards and Enforcement.

21 58. By their conduct, as set forth herein, Defendants violated California Labor Code §
22 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
23 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
24 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
25 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
26 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
27 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
28 paying Employees wages for all hours worked, including by requiring off the clock work and by

1 unlawfully rounding down and under-reporting actual hours worked and by failing to incorporate
2 the incentive bonuses paid to the Employees in the Class into the regular rate used to calculate
3 and pay overtime wages

4 59. Defendants had a consistent policy of not paying Employees wages for all hours
5 worked. Defendants, and each of them, have intentionally and improperly rounded, changed,
6 adjusted and/or modified certain employees' hours, including Plaintiff's, or otherwise caused
7 them to work off the clock to avoid paying Plaintiff and the Class members all earned and owed
8 straight time and overtime wages and other benefits, in violation of the California Labor Code,
9 the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the
10 Division of Labor Standards and Enforcement. Defendants have also violated these provisions
11 by requiring Plaintiff and other similarly situated non-exempt employees to work through meal
12 periods when they were required to be clocked out or to otherwise work off the clock to complete
13 their daily job duties or to attend and participate in company required activities. Therefore,
14 Employees were not properly compensated, nor were they paid overtime rates for hours worked
15 in excess of eight hours in a given day, and/or forty hours in a given week. Based on information
16 and belief, Defendants did not make available to Employees a reasonable protocol for correcting
17 time records when Employees worked overtime hours or to fix incorrect time entries or those that
18 Defendants unlawfully rounded to the Employee's detriment. Defendants have also violated these
19 provisions by requiring Plaintiff and other similarly situated Employees in the Class to work
20 through meal periods when they were required to be clocked out or to otherwise work off the
21 clock to complete their daily job duties, and by failing to incorporate non-discretionary and
22 performance based bonuses or other non-hourly compensation into the regular rate used by
23 Defendants to calculate and pay overtime compensation.

24 60. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
25 regular wages owed and overtime compensation, as required by California law, violates the
26 provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

27 61. Additionally, Labor Code § 558(a) provides "any employer or other person acting
28 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
2 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
3 pay period for which the employee was underpaid in addition to an amount sufficient to recover
4 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
5 underpaid employee for each pay period for which the employee was underpaid in addition to an
6 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
7 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
8 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
9 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
10 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
11 Code § 558.

12 62. Defendants’ failure to pay compensation in a timely fashion also constituted a
13 violation of California Labor Code § 204, which requires that all wages shall be paid
14 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
15 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
16 and overtime compensation earned by Employees. Each such failure to make a timely payment of
17 compensation to Employees constitutes a separate violation of California Labor Code § 204.

18 63. Employees have been damaged by these violations of California Labor Code §§
19 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

20 64. Consequently, pursuant to California Labor Code, including Labor Code §§ 204,
21 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are
22 liable to Employees for the full amount of all their unpaid wages and overtime compensation,
23 with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any
24 statutory penalties against Defendants, and each of them, and any additional sums as provided by
25 the Labor Code and/or other statutes.

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**THIRD CAUSE OF ACTION
FOR FAILURE TO PAY WAGES UNDER THE FLSA
(Against All Defendants)**

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65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

66. At all relevant times hereto, Defendants have been an “enterprise engaged in commerce or in the production of goods for commerce,” as defined under 29 U.S.C. § 203(s)(1).

67. Plaintiff is informed and believes, and thereon alleges, that Defendants have required the Plaintiff and FLSA collective Employees as part of their employment to work off the clock and for less than minimum wage under 29 U.S.C. § 206(a)(1). That Section provides the following:

Every employer shall pay to each of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, wages at the following rates:

- (1) except as otherwise provided in this section, not less than—
- (A) \$5.85 an hour, beginning on the 60th day after May 25, 2007;
- (B) \$6.55 an hour, beginning 12 months after that 60th day; and
- (C) \$7.25 an hour, beginning 24 months after that 60th day;...

68. Plaintiff is informed and believes, and thereon alleges, that certain or all of the Employees were not exempt employees under the FLSA’s overtime provisions and that Defendants also required Plaintiff and require the FLSA collective Employees to work without overtime in excess of the forty (40) hours per week maximum under 29 U.S.C. § 207(a)(1). That Section provides the following:

Except as otherwise provided in this section, no employer shall employ any of his employees ... for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate which is not less than one and one-half times the regular rate at which he is employed.

69. In the performance of their duties for Defendants, Employees as members of the FLSA collective often did work off the clock and over forty (40) hours per week, received non-hourly payments that were not incorporated by Defendants into the regular rate used to calculate and pay overtime compensation, and did not receive minimum wages and other required

1 compensation for the work, labor and services they provided to Defendants, as required by the
2 FLSA, 29 U.S.C. §§ 206 and 207, due to Defendants' policy and practice of rounding
3 timekeeping entries down to the nearest quarter-hour to the detriment of the Employees in the
4 Class, and as addressed in detail above.

5 70. At all times relevant to this action, Plaintiff was an "employee" of Defendants
6 within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA. At all times relevant to this action,
7 Defendants "suffered or permitted" Plaintiff and the FLSA Collective Members to work and thus
8 "employed" them within the meaning of 29 U.S.C. § 203(g) of the FLSA. At all times relevant to
9 this action, Defendants required Plaintiff and FLSA Collective Members to perform work under
10 Defendants employ but failed to pay them the federally mandated wages and overtime
11 compensation for all services performed.

12 71. The precise amount of unpaid wages and unpaid hours will be proven at trial, as
13 will the extent of the geographic scope of the FLSA Collective, as Defendants maintain
14 operations in California but also in other states throughout the United States. Upon information
15 and belief, Employees of Defendants in other states besides California were also subject to the
16 same uniform and unlawful company policies and practices as were the members of the FLSA
17 Collective employed in California, as addressed herein.

18 72. The FLSA also imposes a record-keeping requirement on employers, including
19 the obligation to keep accurate records of all hours worked by employees. Defendants have
20 knowingly and willfully failed and continue to willfully fail to record, report, and/or preserve
21 accurate records of all hours worked by Plaintiff and FLSA Collective Members. By failing to
22 record, report, and/or preserve records of all hours worked by Plaintiff and the FLSA Collective
23 Members, and by rounding timekeeping entries down to reflect less hours than were actually
24 worked, Defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201, *et seq*

25 73. Plaintiff proposes to undertake appropriate proceedings to have such FLSA Class
26 members aggrieved by Defendants' unlawful conduct notified of the pendency of this action and
27 to provide them with the opportunity to join this action as plaintiffs, pursuant to 29 U.S.C. §
28 216(b), by filing written consents to joinder with the Court.

1 to perform work during breaks.

2 80. Moreover, Defendants failed to compensate Employees for each meal period not
3 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
4 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
5 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
6 pay at the employee's regular rate of compensation for each workday that the meal period is not
7 provided. Defendants failed to compensate Employees for each meal period not provided or
8 inadequately provided, as required under Labor Code § 226.7.

9 81. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
10 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
11 period not provided or deficiently provided, a sum to be proven at trial, as well as the assessment
12 of any statutory penalties against the Defendants, and each of them, in a sum as provided by the
13 Labor Code and other statutes.

14 **FIFTH CAUSE OF ACTION**

15 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

16 **(Against All Defendants)**

17 82. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 83. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
20 provide that employers must authorize and permit all employees to take rest periods at the rate of
21 ten (10) minutes net rest time per four (4) work hours.

22 84. Employees consistently worked consecutive four (4) hour shifts and were generally
23 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
24 permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage Order,
25 Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive
26 four (4) hour shift, and Defendants failed to provide Employees with timely rest breaks of not less
27 than ten (10) minutes for each consecutive four (4) hour shift.

28 85. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders

1 provide that if an employer fails to provide an employee rest period in accordance with this
2 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
3 compensation for each workday that the rest period is not provided.

4 86. Defendants, and each of them, have therefore intentionally and improperly denied
5 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
6 paragraph 12 of the applicable IWC Wage Orders.

7 87. Defendants failed to authorize and permit Plaintiff and the Class members to take
8 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
9 with an additional hour of pay at each Employee's effective hourly rate for each day that
10 Defendants failed to provide them with adequate rest breaks, as required under Labor Code §
11 226.7.

12 88. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
13 Wage Orders, Employees are entitled to damages in an amount equal to one (1) hour of wages at
14 their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
15 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each
16 of them, in a sum as provided by the Labor Code and/or other statutes.

17 **SIXTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 226(a)**

19 **(Against All Defendants)**

20 89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 90. California Labor Code § 226(a) requires an employer to furnish each of his or her
23 employees with an accurate, itemized statement in writing showing the gross and net earnings,
24 total hours worked, and the corresponding number of hours worked at each hourly rate; these
25 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
26 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
27 statements may be given to the employee separately from the payment of wages; in either case the
28 employer must give the employee these statements twice a month or each time wages are paid.

1 91. Defendants failed to provide Employees with accurate itemized wage statements in
2 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
3 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
4 periods and rest breaks, and automatically deducted wages for alleged meal periods and rounded
5 timekeeping entries to the detriment of the Class members, all of which Defendants knew or
6 reasonably should have known were owed to Employees, as alleged hereinabove.

7 92. Throughout the liability period, Defendants intentionally failed to furnish to
8 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
9 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
10 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
11 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
12 the employee and only the last four digits of his or her social security number or an employee's
13 identification number other than a social security number, (8) the name and address of the legal
14 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
15 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
16 Code § 226, amongst other statutory requirements. Defendants knowingly and intentionally failed
17 to provide Plaintiff and the Class members with such timely and accurate wage and hour
18 statements.

19 93. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
20 and intentional failure to provide them with the wage and hour statements as required by law and
21 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
22 Defendants have failed to provide a wage statement, failed to provide accurate and complete
23 information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive,
24 and the Plaintiff and Class members cannot promptly and easily determine from the wage
25 statement alone one or more of the following: (i) The amount of the gross wages or net wages
26 paid to the employee during the pay period or any of the other information required to be
27 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
28 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net

1 wages paid to the employee during the pay period, (iii) The name and address of the employer
2 and, (iv) The name of the employee and only the last four digits of his or her social security
3 number or an employee identification number other than a social security number. For purposes
4 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
5 objective standard] would be able to readily ascertain the information without reference to other
6 documents or information.

7 94. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
8 § 226(a), Employees suffered injuries, including among other things confusion over whether they
9 received all wages owed them, the difficulty and expense involved in reconstructing pay records,
10 and forcing them to make mathematical computations to analyze whether the wages paid in fact
11 compensated them correctly for all hours worked.

12 95. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
13 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
14 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
15 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
16 award of costs and reasonable attorneys’ fees.

17 **SEVENTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 221**

19 **(Against All Defendants)**

20 96. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 97. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
23 receive from an employee any part of wages theretofore paid by said employer to said employee.”
24 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
25 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
26 to do so.

27 98. Defendants unlawfully received and/or collected wages from the Employees in the
28 Class by implementing a policy of automatically deducting 30 minutes worth of vested wages,

1 from Employees, for alleged meal periods which they were consistently denied, as well as by
2 rounding down and understating the hours worked by Employees as alleged above.

3 99. As a direct and proximate cause of the unauthorized deductions, Employees have
4 been damaged, in an amount to be determined at trial.

5 **EIGHTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 203**
7 **(Against All Defendants)**

8 100. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 101. Numerous Employees are no longer employed by Defendants; they either quit
11 Defendants' employ or were fired therefrom.

12 102. Defendants failed to pay these Employees all wages due and certain at the time of
13 termination or within seventy-two (72) hours of resignation.

14 103. The wages withheld from these Employees by Defendants remained due and owing
15 for more than thirty (30) days from the date of separation of employment.

16 104. Defendants failed to pay Plaintiff and the Class members without abatement, all
17 wages as defined by applicable California law. Among other things, these Employees were not
18 paid all regular and overtime wages, including by failing to pay for all hours worked or requiring
19 off the clock work or by unlawful rounding of time entries to the detriment of Employees, and by
20 failing to correctly calculate the regular rate used to calculate and pay overtime compensation, and
21 failed to pay premium wages owed for unprovided meal periods and rest periods, as further
22 detailed in this Complaint. Defendants' failure to pay said wages within the required time was
23 willful within the meaning of Labor Code § 203.

24 105. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
25 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
26 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
27 to thirty (30) days from the date they were due.

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NINTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

(Against All Defendants)

106. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

107. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

108. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

109. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to provide the required amount of compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for all hours worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements in violation of California Business and Professions Code §§ 17200, et seq., and for which this Court should issue injunctive and equitable relief, pursuant to California Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

110. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to

1 comply with minimum labor standards.

2 111. Defendants have violated statutes and public policies. Through the conduct alleged
3 in this Complaint Defendants have acted contrary to these public policies, have violated specific
4 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
5 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
6 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
7 guaranteed to all employees under the law.

8 112. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
9 violation of the Business & Professions Code § 17200 et seq.

10 113. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
11 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
12 reasonable care should have known that their conduct was unlawful; therefore their conduct
13 violates the Business & Professions Code § 17200 et seq.

14 114. By the conduct alleged herein, Defendants have engaged and continue to engage in
15 a business practice which violates California and federal law, including but not limited to, the
16 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
17 Code including Sections 204, 226, 226.7, 512, 1194, 1197, and 1198, for which this Court should
18 issue declaratory and other equitable relief pursuant to California Business & Professions Code §
19 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
20 competition, including restitution of wages wrongfully withheld.

21 115. As a proximate result of the above-mentioned acts of Defendants, Employees have
22 been damaged, in a sum to be proven at trial.

23 116. Unless restrained by this Court Defendants will continue to engage in such
24 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
25 should make such orders or judgments, including the appointment of a receiver, as may be
26 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
27 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
28 disgorgement of such profits as may be necessary to restore Employees to the money Defendants

1 have unlawfully failed to pay.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of all unpaid wages, including overtime
11 and double-time pay, as may be proven;
- 12 5. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 6. For compensatory damages in the amount of the hourly wage made by Employees
16 for each day requisite rest breaks were not provided or were deficiently provided where no
17 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
18 be proven;
- 19 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 20 8. For restitution and/or damages for all amounts unlawfully withheld from the wages
21 for all class members in violation of Labor Code § 221, as may be proven;
- 22 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
23 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 24 10. For restitution for unfair competition pursuant to Business & Professions Code
25 § 17200 et seq., including disgorgement or profits, as may be proven;
- 26 11. For an order enjoining Defendants and their agents, servants, and employees, and
27 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
28 duties adumbrated in this Complaint;

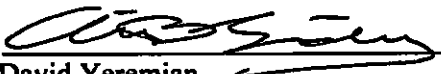
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12. For facilitated Notice under 29 USC § 216(b), compensation pursuant to the FLSA, 29 U.S.C. §§ 201, 206, 207, et seq., conditional and final certification of a Collective Action, and for interest on any compensatory damages, and attorneys' fees, interest, and costs of suit pursuant to 29 U.S.C. § 216(b);

- 13. For all general, special, and incidental damages as may be proven;
- 14. For an award of pre-judgment and post-judgment interest;
- 15. For an award providing for the payment of the costs of this suit;
- 16. For an award of attorneys' fees; and
- 17. For such other and further relief as this Court may deem proper and just.

DATED: December 22, 2017

DAVID YEREMIAN & ASSOCIATES, INC.

By 
 David Yeremian
 Alvin B. Lindsay
 Attorneys for Plaintiff JENNIFER CAMPOS
 and all others similarly situated


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DEMAND FOR JURY TRIAL

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

DATED: December 22, 2017

DAVID YEREMIAN & ASSOCIATES, INC.

By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff JENNIFER CAMPOS
and all others similarly situated

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alvin Lindsay (220236) David Yeremian & Associates Inc. 535 N. Brand Blvd., Suite 705 Glendale, CA 91203 TELEPHONE NO.: (818) 230-8380 FAX NO.: (818) 230-0308 ATTORNEY FOR (Name): Plaintiffs, Jennifer Campos	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 12/22/2017 at 08:14:52 AM Clerk of the Superior Court By Georgina Ramirez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Civil Complex Center	
CASE NAME: Campos v. Montage Hotels and Resorts, LLC	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 30-2017-00963321-CU-OE-CXC JUDGE: Judge Glenda Sanders DEPT:

Items 1-6 below must be completed (see instructions on page 2). CX-101

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <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) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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 type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input 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 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): **Nine (9)**
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: **December 22, 2017**

Alvin Lindsay

(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.

EXHIBIT B

1 ELENA R. BACA (SB# 160564)
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5 Telephone: 1(213) 683-6000
Facsimile: 1(213) 627-0705
6

7 Attorneys for Defendant
MONTAGE HOTELS AND RESORTS, LLC

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 JENNIFER CAMPOS, an individual,
on behalf of herself and others similarly
12 situated,

13 Plaintiff,

14 vs.

15 MONTAGE HOTELS AND
RESORTS, LLC, a Nevada Limited
16 Liability Corporation; and DOES 1
through 50, inclusive,
17

18 Defendant.

CASE NO. CASE NO. 8:18-CV-00151

**DECLARATION OF CHRIS A.
JALIAN IN SUPPORT OF NOTICE
OF REMOVAL**

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DECLARATION OF CHRIS J. JALIAN

I, Chris A. Jalian, declare:

1. I am an attorney with the law firm of Paul Hastings LLP, the attorneys of record for Montage Hotels and Resorts, LLC (“Defendant”) in this action, and am admitted to practice before this Court. Except as otherwise indicated, I have personal knowledge of the facts set forth in this Declaration and, if called upon to do so, could and would testify competently thereto.

2. On December 27, 2017, Plaintiff, through his counsel, caused a copy of the Summons and Complaint to be served on Defendant. The Summons, Complaint, and Civil Case Cover Sheet are the initial and only pleadings received by Defendant through service or otherwise.

3. On January 25, 2018, Defendant filed its Answer to Plaintiff’s Complaint with the Superior Court for the State of California, County of Orange.

4. Notice of this removal is being given both to the adverse party and to the State Court pursuant to 28 U.S.C. § 1446(d).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, executed this 26th day of January, 2018 in Los Angeles, California.

/s/ Chris A. Jalian
CHRIS A. JALIAN

EXHIBIT C

1 PAUL HASTINGS LLP
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6 Attorneys for Defendant
7 MONTAGE HOTELS AND RESORTS, LLC

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE

11 JENNIFER CAMPOS, an individual, on
behalf of herself and others similarly situated,

12 Plaintiff,

13 vs.

14 MONTAGE HOTELS AND RESORTS,
15 LLC, a Nevada Limited Liability
Corporation; and DOES 1 through 50,
16 inclusive,

17 Defendant.

CASE NO. 30-2017-00963321-CU-OE-CXC

**DEFENDANT MONTAGE HOTELS AND
RESORTS, LLC'S ANSWER TO
PLAINTIFF'S UNVERIFIED CLASS
ACTION COMPLAINT**

Judge: Hon. Glenda Sanders
Dept.: CX-101

Complaint Filed: December 22, 2017
Trial Date: None set

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LEGAL_US_W # 92857651.3

1 TO PLAINTIFF AND TO HER ATTORNEYS OF RECORD, DAVID YEREMIAN, DAVID
2 YEREMIAN & ASSOCIATES, INC., EMIL DAVTYAN, AND DAVTYAN PROFESSIONAL
3 LAW CORPORATION:

4 Defendant MONTAGE HOTELS AND RESORTS, LLC (“Defendant”), for itself alone
5 and no other defendant, hereby answers the unverified Individual and Class Action Complaint
6 (“Complaint”) of Plaintiff Jennifer Campos (“Plaintiff”) as follows:

7 1. Pursuant to Section 431.30(d) of the California Code of Civil Procedure,
8 Defendant denies, generally and specifically, each and every allegation in Plaintiff’s Complaint.

9 2. Defendant further denies, generally and specifically, that Plaintiff is entitled to the
10 relief requested, or that Plaintiff has been or will be damaged in any sum, or at all, by reason of
11 any act or omission on the part of Defendant, or any of their past or present agents,
12 representatives, or employees.

13 Without admitting any facts alleged by Plaintiff, Defendant also pleads the following
14 separate and affirmative defenses to the Complaint:

15
16 AFFIRMATIVE DEFENSES

17 FIRST SEPARATE AND AFFIRMATIVE DEFENSE

18 1. The Complaint, and each purported claim contained therein, is barred to the extent
19 that Plaintiff or any one or more of the putative class members in this action has agreed to submit
20 any or all of the claims alleged in the Complaint to binding arbitration, and therefore prosecution
21 of this action should be dismissed or stayed pending completion of the arbitration.

22
23 SECOND SEPARATE AND AFFIRMATIVE DEFENSE

24 2. Plaintiff, and many if not all of the group of persons Plaintiff purports to represent,
25 the existence of which is expressly denied, may not proceed collectively as they have entered into
26 arbitration agreements which do not allow for the arbitration of any class or representative claims.

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THIRD SEPARATE AND AFFIRMATIVE DEFENSE

3. The Complaint, and each of its causes of action, is barred in whole or in part by all applicable statutes of limitation, including but not limited to California Code of Civil Procedure sections 338(a), 340, and 343, Business and Professions Code section 17208, California Labor Code sections 200, *et seq.*, and 29 U.S. Code section 255.

FOURTH SEPARATE AND AFFIRMATIVE DEFENSE

4. The Complaint, and each of its causes of action, is barred by the doctrine of laches.

FIFTH SEPARATE AND AFFIRMATIVE DEFENSE

5. The Complaint, and each of its causes of action, is barred by the doctrine of unclean hands.

SIXTH SEPARATE AND AFFIRMATIVE DEFENSE

6. Plaintiff, and the group of persons Plaintiff purports to represent, the existence of which is expressly denied, have waived the right, if any, to pursue the claims in the Complaint, and each purported claim contained therein, by reason of Plaintiff's own actions and course of conduct.

SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

7. The Complaint is barred to the extent that Plaintiff lacks standing to raise some or all of the claims of the purported class on whose behalf Plaintiff purports to proceed, the existence of which is expressly denied.

EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE

8. The Complaint, and each purported claim contained therein, is barred to the extent that Plaintiff, or any one or more of the putative class members, are covered by any settlement agreement and/or release covering any claims alleged in this action.

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NINTH SEPARATE AND AFFIRMATIVE DEFENSE

9. The first, second and third causes of action for alleged failure to pay all wages due are barred because Plaintiff, and the group of persons Plaintiff purports to represent, were paid all wages owed in accordance with the law.

TENTH SEPARATE AND AFFIRMATIVE DEFENSE

10. The fourth and fifth causes of action for failure to provide meal and rest periods fails to the extent that meal and/or rest periods were waived by Plaintiff or any of the members of the putative group of persons Plaintiff purports to represent, the existence of which is expressly denied.

ELEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

11. The sixth cause of action for allegedly inaccurate wage statements is barred on the grounds that there was no “knowing and intentional failure” on Defendant’s part to comply with California Labor Code section 226, nor did Plaintiff or any of the putative class members suffer injury as a result of any alleged knowing and intentional failure within the meaning of California Labor Code section 226(e).

TWELFTH SEPARATE AND AFFIRMATIVE DEFENSE

12. The eighth cause of action for failure to pay wages upon ending employment on behalf of Plaintiff, and the members of the putative group of persons Plaintiff purports to represent, fails because any failure to pay wages was not willful within the meaning of California Labor Code section 203.

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THIRTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

13. The ninth cause of action for unfair competition is barred because Plaintiff, and the members of the putative group of persons Plaintiff purports to represent, cannot show an injury to competition, as distinguished from injury to Plaintiff, which such injury Defendant denies.

FOURTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

14. The ninth cause of action for unfair competition is barred because Plaintiff, and the members of the putative group of persons Plaintiff purports to represent, is not seeking recovery of a quantifiable sum.

FIFTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

15. The ninth claim is barred because California Business and Professions Code section 17200, *et seq.*, as stated, and as sought to be applied, violate Defendant's rights under the United States Constitution and the California Constitution in that, among other things, they are void for vagueness, violative of equal protection, violative of due process, an undue burden upon interstate commerce, and violative of the freedom of contract.

SIXTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

16. The ninth purported cause of action is barred because the remedies under California Business and Professions Code section 17200, *et seq.* are limited to restitution and injunctive relief; damages, penalties, and meal and rest-period premiums are not restitution.

SEVENTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

17. The ninth purported cause of action is barred because Plaintiff cannot demonstrate a deception upon the public.

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EIGHTEENTH SEPARATE AND AFFIRMATIVE DEFENSE

18. The Complaint, and each and every purported cause of action therein, is barred by the doctrine of unjust enrichment. Any and all damages sought by Plaintiff will unjustly enrich Plaintiff, and the group of persons Plaintiff purports to represent, and contravene the principles of equity.

NINETEENTH SEPARATE AND AFFIRMATIVE DEFENSE

19. The Complaint fails to state a claim for penalties under the California Labor Code, including but not limited to California Labor Code section 203, because there is a good-faith dispute as to Defendant's obligation to pay any wages that may be found to be due.

TWENTIETH SEPARATE AND AFFIRMATIVE DEFENSE

20. Plaintiff, and the group of persons Plaintiff purports to represent, are not entitled to any statutory or civil penalties because, at all times relevant to the Complaint, any failure to comply with the provisions of the California Labor Code or the applicable Wage Order, which Defendant denies, was not knowing or intentional, but rather was done in good-faith and with reasonable grounds.

TWENTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE

21. Recovery of interest, attorneys' fees or costs, or restitution is barred to the extent that such amounts are based on the recovery of penalties rather than unpaid wages.

TWENTY-SECOND SEPARATE AND AFFIRMATIVE DEFENSE

22. Defendant is not liable for liquidated damages because any payment of a wage less than the minimum wage was not willful within the meaning of California Labor Code section 1194.2; rather, Defendant acted in the good-faith belief that Defendant's acts or omissions were lawful.

1 TWENTY-THIRD SEPARATE AND AFFIRMATIVE DEFENSE

2 23. Plaintiff, and the group of persons Plaintiff purports to represent, are not entitled to
3 recover any punitive damages, and any allegations in support of a claim for punitive damages
4 should be stricken, because California's laws regarding the acts and omissions alleged are too
5 vague to permit the imposition of punitive damages, and because any award of punitive damages
6 in this action would violate Defendant's constitutional rights under the due process clauses of the
7 Fifth and Fourteenth Amendments to the United States Constitution, and the excessive fines and
8 cruel and unusual punishment clauses of the Eighth Amendment to the United States
9 Constitution, as well as other provisions of the United States Constitution and the California
10 Constitution.

11
12 TWENTY-FOURTH SEPARATE AND AFFIRMATIVE DEFENSE

13 24. Recovery of penalties is barred to the extent that the accumulation of penalties
14 would be so disproportionate to the harm alleged to violate due process under the Constitutions of
15 the United States and the State of California.

16
17 TWENTY-FIFTH SEPARATE AND AFFIRMATIVE DEFENSE

18 25. Defendant presently has insufficient knowledge or information on which to form a
19 belief as to whether it may have additional, as yet unstated, affirmative defenses available.
20 Defendant reserves herein the right to assert additional defenses in the event that discovery
21 indicates that they would be appropriate.

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THEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing by reason of her Complaint, that the Complaint be dismissed in its entirety with prejudice, and that judgment be entered for Defendant;
2. That Defendant be awarded its reasonable costs and attorneys' fees; and
3. That Defendant be awarded such other and further relief as the Court deems just and proper.

DATED: January 25, 2018

PAUL HASTINGS LLP
ELENA R. BACA
CHRIS A. JALIAN

By: 
CHRIS A. JALIAN

Attorneys for Defendant
MONTAGE HOTELS AND RESORTS, LLC

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
CITY OF LOS ANGELES AND COUNTY OF LOS)
ANGELES)

I am employed in the City of Los Angeles and County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 515 South Flower Street, Twenty-Fifth Floor, Los Angeles, CA 900071.

On January 25, 2018, I served the foregoing document(s) described as:

DEFENDANT MONTAGE HOTELS AND RESORTS, LLC'S ANSWER TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT

on the interested parties as follows:

David Yeremian, Esq. Emil Davtyan, Esq.
Alvin B. Lindsay, Esq. Davtyan Professional Law Corporation
David Yeremian & Associates 21900 Burbank Boulevard
535 N. Brand Boulevard Suite 300
Suite 705 Woodland Hills, CA 91367
Glendale, CA 91203

VIA PERSONAL DELIVERY:

I personally delivered such sealed envelope(s) by hand to the offices of the addressee(s) pursuant to California Code of Civil Procedure section 1011.

VIA U.S. MAIL:

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on January 25, 2018 with postage thereon fully prepaid, at Los Angeles, California.

VIA OVERNIGHT MAIL:

VIA UPS: By delivering such document(s) to an overnight mail service or an authorized courier in a sealed envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.

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

Executed on January 25, 2018, at Los Angeles, California.

Irma Gamino _____
Print Name Signature

EXHIBIT D

1 ELENA R. BACA (SB# 160564)
elenabaca@paulhastings.com
2 CHRIS A. JALIAN (SB# 295564)
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Facsimile: 1(213) 627-0705
6

7 Attorneys for Defendant
MONTAGE HOTELS AND RESORTS, LLC
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE
11

12 JENNIFER CAMPOS, an individual, on
behalf of herself and others similarly
13 situated,

14 Plaintiff,

15 vs.

16 MONTAGE HOTELS AND RESORTS,
LLC, a Nevada Limited Liability
17 Corporation; and DOES 1 through 50,
inclusive,
18

19 Defendant.

CASE NO. 30-2017-00963321-CU-OE-CXC

**NOTICE TO ADVERSE PARTY OF
REMOVAL OF CIVIL ACTION TO
FEDERAL COURT BY DEFENDANT
MONTAGE HOTELS AND RESORTS,
LLC**

1 TO PLAINTIFF JENNIFER CAMPOS AND TO HER ATTORNEYS OF RECORD, DAVID
2 YEREMIAN, ESQ. AND ALVIN B. LINDSAY, ESQ. OF DAVID YEREMIAN &
3 ASSOCIATES AND EMIL DAVTYAN, ESQ. OF DAVTYAN PROFESSIONAL LAW
4 CORPORATION:
5

6 PLEASE TAKE NOTICE THAT a Notice of Removal of this action was filed in the
7 United States District Court for the Central District of California on January 26, 2018. A copy of
8 the Notice of Removal is attached to this Notice as Exhibit A, and is served and filed herewith.
9 Copies of the Civil Case Coversheet, Corporate Disclosure Statement, and Notice of Interested
10 Parties, filed with the Notice of Removal are attached hereto as Exhibits B, C, and D,
11 respectively.
12

13 DATED: January 26, 2018

ELENA R. BACA
CHRIS A. JALIAN
PAUL HASTINGS LLP

16 By:



17 ELENA R. BACA

18 Attorneys for Defendant
19 MONTAGE HOTELS AND RESORTS, LLC
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7 Attorneys for Defendant
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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE
11

12 JENNIFER CAMPOS, an individual, on
behalf of herself and others similarly
13 situated,

14 Plaintiff,

15 vs.

16 MONTAGE HOTELS AND RESORTS,
LLC, a Nevada Limited Liability
17 Corporation; and DOES 1 through 50,
inclusive,
18

19 Defendant.
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CASE NO. 30-2017-00963321-CU-OE-CXC

**NOTICE TO SUPERIOR COURT OF
REMOVAL OF CIVIL ACTION TO
FEDERAL COURT BY DEFENDANT
MONTAGE HOTELS AND RESORTS,
LLC**

1 TO THE CLERK OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
2 COUNTY OF LOS ANGELES:


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Attached hereto as Exhibit A is a true and correct copy of the Notice of Removal of Civil Action to the United States District Court, the original of which was filed with the United States District Court for the Central District of California on January 26, 2018.

The filing of said Notice of Removal effects the removal of the above-entitled action from this Court.

DATED: January 26, 2018

ELENA R. BACA
CHRIS A. JALIAN
PAUL HASTINGS LLP

By: 

ELENA R. BACA

Attorneys for Defendant
MONTAGE HOTELS AND RESORTS, LLC

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Montage Hotels and Resorts Hit with Employee's Unpaid Wage Allegations](#)
