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FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

FEB 17 2012

John A. Clarke, Executive Officer/Clerk
 BY Amber La-Fleur-Clayton, Deputy

Attorneys for Defendants
 DOUGLAS EMMETT, INC., DOUGLAS
 EMMETT MANAGEMENT, INC., DOUGLAS
 EMMETT MANAGEMENT, LLC, AND
 DOUGLAS EMMETT BUILDERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANTOINETTE LINDSAY, individually
 and on behalf of other members of the
 general public similarly situated, and on
 behalf of aggrieved employees pursuant to
 the Private Attorney General Act
 ("PAGA"),

Plaintiff,

v.

DOUGLAS EMMETT, INC., a Maryland
 corporation; DOUGLAS EMMETT
 MANAGEMENT, INC., a Delaware
 corporation; DOUGLAS EMMETT, LLC,
 an unknown business entity; and DOES 1
 through 100, inclusive,

Defendants.

Case No. BC466315

ASSIGNED FOR ALL PURPOSES TO
 JUDGE MICHAEL JOHNSON, DEPT. 56

**DEFENDANTS DOUGLAS EMMETT,
 INC., DOUGLAS EMMETT
 MANAGEMENT, INC., DOUGLAS
 EMMETT MANAGEMENT, LLC, AND
 DOUGLAS EMMETT BUILDERS'S
 NOTICE OF RELATED CASES**

[CRC 3.300]

Complaint Filed: July 28, 2011
 Trial Date: None Set.

1 MANNY VINLUAN, individually, and on
2 behalf of other members of the general
3 public similarly situated; and on behalf of
aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA"),

4 Plaintiffs,

5 v.

6 DOUGLAS EMMETT, INC., a Maryland
7 corporation; DOUGLAS EMMETT
MANAGEMENT, INC., a Delaware
8 corporation; DOUGLAS EMMETT, LLC,
an unknown business entity; and DOES 1
through 100, inclusive,

9 Defendants.
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Case No. BC474960

ASSIGNED FOR ALL PURPOSES TO
JUDGE KEVIN C. BRAZILE, DEPT. 20

Complaint Filed: December 8, 2011

Trial Date: None Set.

1 TO PLAINTIFFS ANTOINETTE LINDSAY, MANNY VINLUAN, THEIR ATTORNEYS OF
2 RECORD AND THE HONORABLE COURT:

3 PLEASE TAKE NOTICE that pursuant to Rule 3.300 of the California Rules of Court and
4 Local Rule 3.3(f) of the Superior Court for the County of Los Angeles, Defendants DOUGLAS
5 EMMETT, INC., DOUGLAS EMMETT MANAGEMENT, INC., DOUGLAS EMMETT
6 MANAGEMENT, LLC, and DOUGLAS EMMETT BUILDERS ("Defendants") hereby provide
7 notice that the following cases are related:

8 1. *Lindsay v. Douglas Emmett, Inc.*, Case No. BC466315, filed on July 28, 2011 in Los
9 Angeles Superior Court ("*Lindsay*"). The *Lindsay* matter is currently pending before the Honorable
10 Michael Johnson, in Department 56 of the Los Angeles Superior Court. A true and correct copy of
11 the *Lindsay* Complaint is attached hereto as Exhibit A.

12 2. *Vinluan v. Douglas Emmett, Inc., et al.*, Case No. BC474960, filed on December 8,
13 2011 in Los Angeles Superior Court ("*Vinluan*"). The *Vinluan* matter is currently pending before
14 the Honorable Kevin C. Brazile, in Department 20 of the Los Angeles Superior Court. A true and
15 correct copy of the *Vinluan* Complaint is attached hereto as Exhibit B.

16 These cases are related for three reasons.

17 First, the actions involve the "same parties and are based on the same or similar claims."
18 CAL. R. CT. 3.300(a)(1).

19 The named defendants overlap extensively in both actions. In both actions, the defendants
20 are Douglas Emmett, Inc., Douglas Emmett Management, Inc., and Douglas Emmett Management,
21 LLC.¹ Both the *Lindsay* and *Vinluan* Complaints define "DOUGLAS EMMETT" to refer to
22 Douglas Emmett, Inc., Douglas Emmett Management, Inc., and Douglas Emmett, LLC, and allege
23 that "[a]t all relevant times, DOUGLAS EMMETT" was the 'employer' of Plaintiff," as well as the
24 class members. (See Exh. A, *Lindsay* Complaint, ¶¶ 6-7, 11; Exh. B, *Vinluan* Complaint, ¶¶ 7-8,
25 12.) Thus, both actions involve the same parties.

26 Moreover, the class that the named plaintiff seeks to represent in *Vinluan* is a sub-set of the

27 ¹ Plaintiffs Vinluan and Lindsay both dismissed Defendant Douglas Emmett, LLC and amended
28 their Complaints to add Douglas Emmett Management, LLC as a Defendant. Plaintiff Vinluan
additionally added Douglas Emmett Builders as a Defendant.

1 class that the named plaintiff seeks to represent in *Lindsay*. The *Lindsay* matter is a wage-and-hour
2 class action against Defendants brought on behalf of “[a]ll current and former hourly or non-exempt
3 employees who worked for Defendants within the State of California at any time during the period
4 from four years preceding the filing of this Complaint to final judgment.” (Exh. A, *Lindsay*
5 Complaint, ¶ 13.)

6 Similarly, the *Vinluan* matter is also a wage-and-hour class action brought on behalf of “[a]ll
7 current and former corporate/non-property-level hourly paid or non-exempt employees who worked
8 for Defendants within the State of California at any time during the period from four years preceding
9 the filing of this Complaint.” (Exh. B, *Vinluan* Complaint, ¶ 14.)

10 The *Vinluan* and *Lindsay* Complaints also allege identical wage and hour claims—violation
11 of California Labor Code § 1194 (unpaid minimum and overtime wages); violation of California
12 Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004); and
13 violation of Business and Professions Code § 17200, *et seq.*

14 Because Plaintiffs *Lindsay* and *Vinluan* seek to represent overlapping non-exempt employees
15 against the same sub-set of defendants, as to identical wage and hour claims, Counsel for Defendants
16 believe that these actions involve the “same parties and are based on the same or similar claims.”
17 CAL. R. CT. 3.300(a)(1).

18 Second, the “actions arise from the same or substantially identical transactions, incidents or
19 events requiring the determination of the same or substantially identical questions of law or fact.”
20 CAL. R. CT. 3.300(a)(2). Factually, Plaintiffs’ allegations that Defendants violated wage and hour
21 laws are allegedly based upon Defendants’ common policies and practices. (Exh. A, *Lindsay*
22 Complaint, ¶¶ 16, 27; Exh. B, *Vinluan* Complaint, ¶¶ 17, 28.)


23 Given all of this overlap, the actions are “likely to require substantial duplication of judicial
24 resources if heard by different judges.” CAL. R. CT. 3.300(a)(4).

25 For these reasons, Defendants respectfully request that the *Vinluan* matter be deemed related
26 to the *Lindsay* matter and that the *Vinluan* matter be transferred to Department 56, before the
27 Honorable Michael Johnson, for all purposes.

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Dated: February 16, 2012



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BUILDERS

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 28 2011

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BC 466815

ANTOINETTE LINDSAY, individually, and
on behalf of other members of the general
public similarly situated, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

vs.

DOUGLAS EMMETT, INC., a Maryland
corporation; DOUGLAS EMMETT
MANAGEMENT, INC., a Delaware
corporation; DOUGLAS EMMETT, LLC, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT
FOR DAMAGES & ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.**

- (1) Violation of California Labor
Code § 1194 (Unpaid Minimum
and Overtime Wages)
- (2) Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General
Act of 2004)
- (3) Violation of California Business
and Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

EX.A

1 COMES NOW, Plaintiff Antoinette Lindsay ("Plaintiff"), individually, and on
2 behalf of members of the general public similarly situated, and on behalf of aggrieved
3 employees pursuant to the California Private Attorneys General Act, and alleges as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to the California Code of Civil
7 Procedure section 382. The monetary damages and restitution sought by Plaintiff
8 exceeds the minimal jurisdiction limits of the Superior Court and will be established
9 according to proof at trial. The "amount in controversy" for each class representative,
10 including claims for compensatory damages, penalties, interest, and pro rata share of
11 attorneys' fees, is less than \$75,000.

12 2. This Court has jurisdiction over this action pursuant to the California
13 Constitution, Article VI, Section 10, which grants the superior court "original
14 jurisdiction in all other causes" except those given by statute to other courts. The
15 statutes under which this action is brought do not specify any other basis for
16 jurisdiction.

17 3. This Court has jurisdiction over Defendants because, upon information
18 and belief, Defendants are citizens of California, have sufficient minimum contacts in
19 California, or otherwise intentionally avail themselves of the California market so as to
20 render the exercise of jurisdiction over them by the California courts consistent with
21 traditional notions of fair play and substantial justice.

22 4. Venue is proper in this Court because, upon information and belief,
23 Defendants maintain offices, have agents, and transact business in the County of Los
24 Angeles. Furthermore, according to the California Secretary of State's website,
25 Defendants are headquartered 808 Wilshire Boulevard, Suite 200, City of Santa
26 Monica, State of California, 90401. Plaintiff resides in the County of Los Angeles and
27 some of the acts and omissions alleged herein, relating to Plaintiff specifically, took
28

1 place in the State of California, County of Los Angeles.

2 **PARTIES**

3 5. Plaintiff ANTOINETTE LINDSAY is an individual residing in the State
4 of California.

5 6. Defendants DOUGLAS EMMETT, INC., DOUGLAS EMMETT
6 MANAGEMENT, INC., and DOUGLAS EMMETT, LLC (hereinafter referred to as
7 "DOUGLAS EMMETT"), at all times herein mentioned, were and are, upon
8 information and belief, a Maryland corporation, a Delaware corporation, and an
9 unknown business entity, respectively, and at all times hereinafter mentioned, an
10 employer whose employees are engaged throughout the State of California, including
11 the County of Los Angeles.

12 7. At all relevant times, DOUGLAS EMMETT was the "employer" of
13 Plaintiff within the meaning of all applicable state laws and statutes.

14 8. At all times herein relevant, DOUGLAS EMMETT and DOES 1 through
15 100, and each of them, were the agents, partners, joint venturers, representatives,
16 servants, employees, successors-in-interest, co-conspirators and assigns, each of the
17 other, and at all times relevant hereto were acting within the course and scope of their
18 authority as such agents, partners, joint venturers, representatives, servants, employees,
19 successors, co-conspirators and assigns, and all acts or omissions alleged herein were
20 duly committed with the ratification, knowledge, permission, encouragement,
21 authorization and consent of each defendant designated herein.

22 9. The true names and capacities, whether corporate, associate, individual or
23 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who
24 sues said defendants by such fictitious names. Plaintiff is informed and believes, and
25 based on that information and belief alleges, that each of the defendants designated as a
26 DOE is legally responsible for the events and happenings referred to in this Complaint,
27 and unlawfully caused the injuries and damages to Plaintiff as alleged in this
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1 Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true
2 names and capacities when the same have been ascertained.

3 10. DOUGLAS EMMETT and DOES 1 through 100 will hereinafter
4 collectively be referred to as Defendants.

5 11. Plaintiff further alleges that Defendants including the unknown defendants
6 identified as DOES, directly or indirectly controlled or affected the working conditions,
7 wages, working hours, and conditions of employment of Plaintiff and the other class
8 members so as to make each of said Defendants employers and employers liable under
9 the statutory provisions set forth herein.

10 CLASS ACTION ALLEGATIONS

11 12. Plaintiff brings this action on her own behalf and on behalf of all other
12 members of the general public similarly situated, and on behalf of aggrieved employees
13 pursuant to the California Private Attorneys General Act and, thus, seeks class
14 certification under Code of Civil Procedure section 382.

15 13. The proposed class is defined as follows:

16 All current and former hourly paid or non-exempt employees who worked
17 for Defendants within the State of California at any time during the period
18 from four years preceding the filing of this Complaint to final judgment.

19 14. Plaintiff reserves the right to establish subclasses as appropriate.

20 15. The class is ascertainable and there is a well-defined community of
21 interest in the litigation:

22 a. Numerosity: The class members are so numerous that joinder of all
23 class members is impracticable. The membership of the entire
24 class is unknown to Plaintiff at this time; however, the class is
25 estimated to be one thousand five hundred (1500) individuals and
26 the identity of such membership is readily ascertainable by
27 inspection of Defendants' employment records.
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- 1 b. Typicality: Plaintiff's claims are typical of all other class members'
2 as demonstrated herein. Plaintiff will fairly and adequately protect
3 the interests of the other class members with whom she has a well-
4 defined community of interest.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the interests
6 of each class member, with whom she has a well-defined
7 community of interest and typicality of claims, as demonstrated
8 herein. Plaintiff has no interest that is antagonistic to the other
9 class members. Plaintiff's attorneys, the proposed class counsel,
10 are versed in the rules governing class action discovery,
11 certification, and settlement. Plaintiff has incurred, and during the
12 pendency of this action will continue to incur, costs and attorneys'
13 fees, that have been, are, and will be necessarily expended for the
14 prosecution of this action for the substantial benefit of each class
15 member.
- 16 d. Superiority: A class action is superior to other available methods
17 for the fair and efficient adjudication of this litigation because
18 individual joinder of all class members is impractical.
- 19 e. Public Policy Considerations: Certification of this lawsuit as a class
20 action will advance public policy objectives. Employers of this
21 great state violate employment and labor laws every day. Current
22 employees are often afraid to assert their rights out of fear of direct
23 or indirect retaliation. However, class actions provide the class
24 members who are not named in the complaint anonymity that
25 allows for the vindication of their rights.

26 16. There are common questions of law and fact as to the class members that
27 predominate over questions affecting only individual members. The following common
28

1 questions of law or fact, among others, exist as to the members of the class:

- 2 a. Whether Defendants' failure to pay wages, without abatement or
3 reduction, in accordance with the California Labor Code, was
4 willful;
- 5 b. Whether Defendants' had a corporate policy and practice of failing
6 to pay their hourly-paid or non-exempt employees for all hours
7 worked, missed meal periods and rest breaks in violation of
8 California law;
- 9 c. Whether Defendants required Plaintiff and the other class members
10 to work over eight (8) hours per day and/or over forty (40) hours
11 per week and failed to pay the legally required overtime
12 compensation to Plaintiff and the other class members;
- 13 d. Whether Defendants deprived Plaintiff and the other class members
14 of meal periods or required Plaintiff and the other class members to
15 work during meal periods without compensation;
- 16 e. Whether Defendants deprived Plaintiff and the other class members
17 of rest periods or required Plaintiff and the other class members to
18 work during rest periods without compensation; ,
- 19 f. Whether Defendants failed to pay minimum wages to Plaintiff and
20 the other class members;
- 21 g. Whether Defendants failed to pay all wages due to the class
22 members within the required time upon their discharge or
23 resignation;
- 24 h. Whether Defendants failed to timely pay all wages due to Plaintiff
25 and the other class members during their employment;
- 26 i. Whether Defendants complied with wage reporting as required by
27 the California Labor Code; including, *inter alia*, section 226;
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- 1 j. Whether Defendants kept complete and accurate payroll records as
2 required by the California Labor Code, including, *inter alia*, section
3 1174(d);
- 4 k. Whether Defendants' failed to reimburse Plaintiff and the other
5 class members for necessary business-related expenses and costs;
- 6 l. Whether Defendants' conduct was willful or reckless;
- 7 m. Whether Defendants engaged in unfair business practices in
8 violation of California Business & Professions Code section
9 17200, et seq.;
- 10 n. The appropriate amount of damages, restitution, and/or monetary
11 penalties resulting from Defendants' violation of California law;
12 and
- 13 o. Whether Plaintiff and the other class members are entitled to
14 compensatory damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 17. At all relevant times set forth herein, Defendants employed Plaintiff and
17 other persons as hourly-paid or non-exempt employees.

18 18. Defendants, jointly and severally, have employed Plaintiff as an hourly-
19 paid, non-exempt employee, from approximately August 2008 to approximately August
20 2010 in the State of California in the County of Los Angeles.

21 19. Defendants hired Plaintiff and classified her as an hourly-paid, non-
22 exempt employee, and failed to compensate her for all hours worked, missed meal
23 periods or rest breaks.

24 20. Defendants had the authority to hire and terminate Plaintiff and the other
25 class members; to set work rules and conditions governing Plaintiff's and the other
26 class members' employment; and to supervise their daily employment activities.

27 21. Defendants exercised sufficient authority over the terms and conditions of
28

1 Plaintiff's and the other class members' employment for them to be joint employers of
2 Plaintiff and the other class members.

3 22. Defendants directly hired and paid wages and benefits to Plaintiff and the
4 other class members.

5 23. Defendants continue to employ hourly paid or non-exempt employees
6 within the State of California.

7 24. Plaintiff is informed and believes, and based thereon alleges, that at all
8 times herein relevant, Defendants were advised by skilled lawyers and other
9 professionals, employees, advisors, and consultants highly knowledgeable about
10 California wage laws, employment and personnel practices.

11 25. Plaintiff is informed and believes, and based thereon alleges, that at all
12 times herein relevant, without any justification, Defendants must have ignored the
13 employment and personnel policy changes proposed by skilled lawyers and other
14 professionals, employees, advisors, and consultants highly knowledgeable about
15 California wage laws, employment and personnel practices.

16 26. Plaintiff and the other class members worked over eight (8) hours in a
17 day, and/or forty (40) hours in a week during their employment with Defendants.

18 27. Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants engaged in a uniform policy and systematic scheme of wage abuse against
20 their hourly paid or non-exempt employees. This scheme involved, *inter alia*, failing to
21 pay them for all hours worked, missed meal periods and rest breaks in violation of
22 California law.

23 28. Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants knew or should have known that Plaintiff and the other class members were
25 entitled to receive certain wages for overtime compensation and that they were not
26 receiving wages for overtime compensation.

27 29. Plaintiff is informed and believes, and based thereon alleges, that
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1 Defendants failed to provide Plaintiff and the other class members the required rest and
2 meal periods during the relevant time period as required under the Industrial Welfare
3 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

4 30. Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants knew or should have known that Plaintiff and the other class members were
6 entitled to receive all meal periods or payment of one additional hour of pay at
7 Plaintiff's and the other class member's regular rate of pay when a meal period was
8 missed, and they did not receive all meal periods or payment of one additional hour of
9 pay at Plaintiff's and the other class member's regular rate of pay when a meal period
10 was missed.

11 31. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants knew or should have known that Plaintiff and the other class members were
13 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
14 regular rate of pay when a rest period was missed, and they did not receive all rest
15 periods or payment of one additional hour of pay at Plaintiff's and the other class
16 members' regular rate of pay when a rest period was missed.

17 32. Plaintiff is informed and believes, and based thereon alleges, that
18 Defendants knew or should have known that Plaintiff and the other class members were
19 entitled to receive at least minimum wages for compensation and that they were not
20 receiving at least minimum wages for all hours worked.

21 33. Plaintiff is informed and believes, and based thereon alleges, that
22 Defendants knew or should have known that the class members were entitled to receive
23 all wages owed to them upon discharge or resignation, including overtime and
24 minimum wages and meal and rest period premiums, and they did not, in fact, receive
25 all such wages owed to them at the time of their discharge.

26 34. Plaintiff is informed and believes, and based thereon alleges, that
27 Defendants knew or should have known that Plaintiff and the other class members were
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1 entitled to receive all wages owed to them during their employment. Plaintiff and the
2 other class members did not receive payment of all wages, including overtime and
3 minimum wages and meal and rest period premiums, within any time permissible under
4 California Labor Code section 204.

5 35. Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants knew or should have known that Plaintiff and the other class members were
7 entitled to receive complete and accurate wage statements in accordance with California
8 law, but, in fact, they did not receive complete and accurate wage statements from
9 Defendants. The deficiencies included, *inter alia*, the failure to include the total
10 number of hours worked by Plaintiff and the other class members.

11 36. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants knew or should have known that Defendants had to keep complete and
13 accurate payroll records for Plaintiff and the other class members in accordance with
14 California law, but, in fact, did not keep complete and accurate payroll records.

15 37. Plaintiff is informed and believes, and based thereon alleges, that
16 Defendants knew or should have known that Plaintiff and the other class members were
17 entitled to reimbursement for necessary business-related expenses and cost.

18 38. Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants knew or should have known that they had a duty to compensate Plaintiff
20 and the other class members pursuant to California law, and that Defendants had the
21 financial ability to pay such compensation, but willfully, knowingly, and intentionally
22 failed to do so, and falsely represented to Plaintiff and the other class members that they
23 were properly denied wages, all in order to increase Defendants' profits.

24 39. At all material times set forth herein, Defendants failed to pay all overtime
25 wages to Plaintiff and the other class members. Plaintiff and the other class members
26 were required to work more than eight (8) hours per day and/or forty (40) hours per
27 week.

1 40. At all material times set forth herein, Defendants failed to provide
2 uninterrupted meal and rest periods to Plaintiff and the other class members.

3 41. At all material times set forth herein, Defendants failed to pay Plaintiff
4 and the other class members at least minimum wages for all hours worked.

5 42. At all material times set forth herein, Defendants failed to pay the class
6 members all wages owed to them upon discharge or resignation.

7 43. At all material times set forth herein, Defendants regularly and
8 consistently failed to pay Plaintiff and the other class members all wages within any
9 time permissible under California law, including, *inter alia*, California Labor Code
10 section 204.

11 44. At all material times set forth herein, Defendants regularly and
12 consistently failed to provide complete and accurate wage statements to Plaintiff and
13 the other class members.

14 45. At all material times set forth herein, Defendants regularly and
15 consistently failed to keep complete and accurate payroll records for Plaintiff and the
16 other class members.

17 46. At all material times set forth herein, Defendants regularly and
18 consistently failed to reimburse Plaintiff and the other class members for necessary
19 business-related expenses and costs.

20 47. At all material times set forth herein, Defendants regularly and
21 consistently failed to properly compensate Plaintiff and the other class members
22 pursuant to California law in order to increase Defendants' profits.

23 48. California Labor Code section 218 states that noting in Article 1 of the
24 Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages
25 or penalty due to him [or her] under this article."

26 49. At all times herein set forth, PAGA was applicable to Plaintiff's
27 employment by Defendants.

1 50. At all times herein set forth, PAGA provides that any provision of law
2 under the California Labor Code that provides for a civil penalty to be assessed and
3 collected by the LWDA for violations of the California Labor Code may, as an
4 alternative, be recovered through a civil action brought by an aggrieved employee on
5 behalf of himself and other current or former employees pursuant to procedures
6 outlined in California Labor Code section 2699.3.

7 51. Pursuant to PAGA, a civil action under PAGA may be brought by an
8 "aggrieved employee," who is any person that was employed by the alleged violator
9 and against whom one or more of the alleged violations was committed.

10 52. Plaintiff was employed by Defendants and the alleged violation was
11 committed against her during their time of employment and she is, therefore, an
12 aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as
13 defined by California Labor Code section 2699(c) in that they are all current or former
14 employees of Defendants, and one or more of the alleged violations were committed
15 against them.

16 53. Pursuant to California Labor Code sections 2699.3 and 2699.5, an
17 aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA
18 after the following requirements have been met:

19 a. The aggrieved employee shall give written notice by certified mail
20 (hereinafter "Employee's Notice") to the LWDA and the employer
21 of the specific provisions of the California Labor Code alleged to
22 have been violated, including the facts and theories to support the
23 alleged violations.

24 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to
25 the employer and the aggrieved employee by certified mail that it
26 does not intend to investigate the alleged violation within thirty
27 (30) calendar days of the postmark date of the Employee's Notice.
28

1 Upon receipt of the LWDA Notice, or if the LWDA Notice is not
2 provided within thirty-three (33) calendar days of the postmark
3 date of the Employee's Notice, the aggrieved employee may
4 commence a civil action pursuant to California Labor Code section
5 2699 to recover civil penalties in addition to any other penalties to
6 which the employee may be entitled.

7 54. On July 26, 2011, Plaintiff provided written notice by U.S. Certified Mail
8 to the LWDA and to Defendants of the specific provisions of the California Labor Code
9 alleged to have been violated, including the facts and theories to support the alleged
10 violations.

11 55. Plaintiff will have satisfied the administrative prerequisites under
12 California Labor Code section 2699.3(a) to recover civil penalties against Defendants,
13 in addition to other remedies, for violations of California Labor Code sections 201, 202,
14 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
15 2802.

16 **FIRST CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 510 and 1198**

18 **(Against ALL DEFENDANTS and DOES 1 through 100)**

19 56. Plaintiff incorporates by reference the allegations contained in paragraphs
20 1 through 55, and each and every part thereof with the same force and effect as though
21 fully set forth herein.

22 57. At all relevant times, California Labor Code sections 1194, 1197, and
23 1197.1 provided that the minimum wage for employees fixed by the Industrial Welfare
24 Commission is the minimum wage to be paid to employees, and the payment of a lesser
25 wage than the minimum so fixed is unlawful.

26 58. California Labor Code section 1194 and 1198 and the applicable
27 Industrial Welfare Commission ("IWC") Wage Order further provided that it was
28

1 unlawful to employ persons without compensating them at a rate of pay time-and-one-
2 half or two-times that person's regular rate of pay, depending on the number of hours
3 worked by the person on a daily or weekly basis.

4 59. Specifically, the applicable IWC Wage Order provides that Defendants
5 are and were required to pay Plaintiff and the other class members employed by
6 Defendants, and working more than eight (8) hours in a day or more than forty (40)
7 hours in a workweek, at a rate of time-and-one-half for all hours worked in excess of
8 eight (8) hours in a day or more than forty (40) hours in a workweek.

9 60. California Labor Code section 510 codifies the right to overtime
10 compensation at one-and-one-half times the regular hourly rate for hours worked in
11 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)
12 hours worked on the seventh day of work, and to overtime compensation at twice the
13 regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess
14 of eight (8) hours in a day on the seventh day of work.

15 61. During the relevant time period, Plaintiff and the other class members
16 were not paid for all hours worked.

17 62. During the relevant time period, Plaintiff and the other class members
18 were not paid at least minimum wage compensation for all hours worked.

19 63. During the relevant time period, Plaintiff and the other class members
20 were not paid overtime compensation for the all hours they worked in excess of eight
21 (8) hours in a day and/or forty (40) hours in a week.

22 64. During the relevant time period, Defendants willfully failed to pay
23 minimum wages to Plaintiff and the other class members as required, pursuant to
24 California Labor Code sections 1194, 1197, and 1197.1.

25 65. During the relevant time period, Defendants willfully failed to pay all
26 overtime wages owed to Plaintiff and the other class members as required, pursuant to
27 California Labor Code sections 510, 1194 and 1198.

1 66. Defendants' failure to pay Plaintiff and the other class members the
2 minimum wage as required violates California Labor Code sections 1194, 1197, and
3 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to
4 recover the unpaid balance of their minimum wage compensation as well as interest,
5 costs, and attorneys' fees, and liquidated damages in an amount equal to the wages
6 unlawfully unpaid and interest thereon.

7 67. Defendants' failure to pay Plaintiff and the other class members the unpaid
8 balance of overtime compensation, as required by California laws, violates the
9 provisions of California Labor Code sections 510, 1194 and 1198, and is therefore
10 unlawful.

11 68. Pursuant to California Labor Code section 1194, Plaintiff and the other
12 class members are entitled to recover their unpaid minimum wages and overtime
13 compensation, as well as interest, costs, and attorneys' fees.

14 69. Pursuant to California Labor Code section 1197.1, Plaintiff and the other
15 class members are entitled to recover a penalty of one hundred dollars (\$100) for the
16 initial failure to timely pay each employee minimum wages, and two hundred and fifty
17 dollars (\$250) for each subsequent failure to pay each employee minimum wages.

18 70. Pursuant to California Labor Code section 1194.2, Plaintiff and the other
19 class members are entitled to recover liquidated damages in an amount equal to the
20 wages unlawfully unpaid and interest thereon.

21 71. Pursuant to civil penalties provided for in California Labor Code section
22 2699(a), (f) and (g), the State of California, Plaintiff and the other aggrieved employees
23 are entitled to recover civil penalties plus costs and attorneys' fees for violation of
24 California Labor Code sections 510, 1194, 1197, 1197.1 and 1198.

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1 **Failure to Provide Meal Periods**

2 77. Defendants' failure to provide legally required meal periods to Plaintiff
3 and the other aggrieved employees is in violation of the Wage Orders and constitutes
4 unlawful or unfair activity prohibited by California Labor Code sections 226.7 and
5 512(a).

6 **Failure to Provide Rest Periods**

7 78. Defendants' failure to provide legally required rest periods to Plaintiff and
8 the other aggrieved employees is in violation of the Wage Orders and constitutes
9 unlawful or unfair activity prohibited by California Labor Code section 226.7.

10 **Failure to Pay Minimum Wages**

11 79. Defendants' failure to pay legally required minimum wages to Plaintiff
12 and the other aggrieved employees is in violation of the Wage Orders and constitutes
13 unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197
14 and 1197.1.

15 **Failure to Timely Pay Wages Upon Termination**

16 80. Defendants' failure to timely pay wages to the aggrieved employees upon
17 termination in accordance with Labor Code sections 201 and 202 constitutes unlawful
18 and/or unfair activity prohibited by California Labor Code sections 201 and 202.

19 **Failure to Timely Pay Wages During Employment**

20 81. Defendants' failure to timely pay wages to Plaintiff and the other
21 aggrieved employees during employment in accordance with Labor Code section 204
22 constitutes unlawful and/or unfair activity prohibited by California Labor Code section
23 204.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 82. Defendants' failure to provide complete and accurate wage statements to
26 Plaintiff and the other aggrieved employees in accordance with Labor Code section
27 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code
28

1 section 226(a).

2 **Failure to Keep Complete and Accurate Payroll Records**

3 83. Defendants' failure to keep complete and accurate payroll records relating
4 to Plaintiff and the other aggrieved employees in accordance with California Labor
5 Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by
6 California Labor Code section 1174(d).

7 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

8 84. Defendants' failure to reimburse Plaintiff and the other aggrieved
9 employees for necessary business-related expenses and costs in accordance with
10 California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair
11 activity prohibited by California Labor Code sections 2800 and 2802.

12 85. Pursuant to California Labor Code section 2699, Plaintiff, individually,
13 and on behalf of all aggrieved employees, requests and is entitled to recover from
14 Defendants and each of them, business expenses, unpaid wages, and/or untimely wages
15 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code
16 section 218.5, as well as all statutory penalties against Defendants, and each of them,
17 including but not limited to:

- 18 a. Penalties under California Labor Code section 2699 in the amount of
19 a hundred dollars (\$100) for each aggrieved employee per pay
20 period for the initial violation, and two hundred dollars (\$200) for
21 each aggrieved employee per pay period for each subsequent
22 violation;
- 23 b. Penalties under California Code of Regulations Title 8 section 11070
24 in the amount of fifty dollars (\$50) for each aggrieved employee per
25 pay period for the initial violation, and one hundred dollars (\$100)
26 for each aggrieved employee per pay period for each subsequent
27 violation;
- 28

- 1 c. Penalties under California Labor Code section 210 in addition to,
2 and entirely independent and apart from, any other penalty provided
3 in the California Labor Code in the amount of a hundred dollars
4 (\$100) for each aggrieved employee per pay period for the initial
5 violation, and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation; and
7 d. Any and all additional penalties and sums as provided by the
8 California Labor Code and/or other statutes.

9 86. Pursuant to California Labor Code section 2699(i), civil penalties
10 recovered by aggrieved employees shall be distributed as follows: seventy-five percent
11 (75%) to the Labor and Workforce Development Agency for the enforcement of labor
12 laws and education of employers and employees about their rights and responsibilities
13 and twenty-five percent (25%) to the aggrieved employees.

14 87. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees
15 and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
16 applicable statute.

17 **THIRD CAUSE OF ACTION**

18 **Violation of California Business & Professions Code § 17200, et seq.**

19 **(Against All DEFENDANTS and DOES 1 through 100)**

20 88. Plaintiff incorporates by reference the allegations contained in paragraphs
21 1 through 87, and each and every part thereof with the same force and effect as though
22 fully set forth herein.

23 89. Defendants' conduct, as alleged in this Complaint, has been, and
24 continues to be, unfair, unlawful and harmful to Plaintiff and the other class members,
25 and Defendants' competitors. Accordingly, Plaintiff and the other class members seek
26 to enforce important rights affecting the public interest within the meaning of Code of
27 Civil Procedure section 1021.5.

1 90. Defendants' activities as alleged herein are violations of California law,
2 and constitute unlawful business acts and practices in violation of California Business
3 & Professions Code section 17200, et seq.

4 91. A violation of California Business & Professions Code section 17200, et
5 seq. may be predicated on the violation of any state or federal law. In this instant case,
6 Defendants' policies and practices of requiring employees, including Plaintiff and the
7 other class members, to work overtime without paying them proper compensation
8 violate California Labor Code sections 510 and 1198. Additionally, Defendants'
9 policies and practices of requiring employees, including Plaintiff and the other class
10 members, to work through their meal and rest periods without paying them proper
11 compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
12 Defendants' policies and practices of failing to timely pay wages to Plaintiff and the
13 other class members violate California Labor Code sections 201, 202 and 204.
14 Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and
15 2802.

16 **Failure to Pay Overtime**

17 92. Defendants' failure to pay overtime in violation of the Wage Orders and
18 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by California Business & Professions Code section
20 17200, et seq.

21 **Failing to Provide Meal Periods**

22 93. Defendants' failure to provide legally required meal periods in violation
23 of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged
24 above, constitutes unlawful and/or unfair activity prohibited by California Business &
25 Professions Code section 17200, et seq.

26 **Failure to Provide Rest Periods**

27 94. Defendants' failure to provide legally required rest periods in violation of
28

1 the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes
2 unlawful and/or unfair activity prohibited by California Business & Professions Code
3 section 17200, et seq.

4 **Failure to Pay Minimum Wages**

5 95. Defendants' failure to pay minimum wages in violation of the Wage
6 Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above,
7 constitutes unlawful and/or unfair activity prohibited by California Business &
8 Professions Code section 17200, et seq.

9 **Failure to Timely Pay Wages Upon Termination**

10 96. Defendants' failure to timely pay wages upon termination in violation of
11 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful
12 and/or unfair activity prohibited by California Business & Professions Code section
13 17200, et seq.

14 **Failure to Timely Pay Wages During Employment**

15 97. Defendants' failure to timely pay wages during employment in violation
16 of California Labor Code section 204, as alleged above, constitutes unlawful and/or
17 unfair activity prohibited by California Business & Professions Code section
18 17200, et seq.

19 **Failure to Provide Compliant Wage Statements**

20 98. Defendants' failure to provide compliant wage statements in violation of
21 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or
22 unfair activity prohibited by California Business & Professions Code section
23 17200, et seq.

24 **Failure to Keep Complete and Accurate Payroll Records**

25 99. Defendants' failure to keep complete and accurate payroll records in
26 violation of California Labor Code section 1174(d), as alleged above, constitutes
27 unlawful and/or unfair activity prohibited by California Business & Professions Code
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1 section 17200, et seq.

2 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

3 100. Defendants' failure to reimburse necessary business-related expenses and
4 costs in violation of California Labor Code sections 2800 and 2802, as alleged above,
5 constitutes unlawful and/or unfair activity prohibited by California Business &
6 Professions Code section 17200, et seq.

7 101. As a result of the herein described violations of California law,
8 Defendants unlawfully gained an unfair advantage over other businesses.

9 102. Plaintiff and the other class members have been personally injured and
10 continue to be injured by Defendants' unlawful business acts and practices as alleged
11 herein, including, but not necessarily limited to, the loss of money and/or property.

12 103. Pursuant to California Business & Professions Code section 17200, et
13 seq., Plaintiff and the other class members are entitled to restitution of the wages and
14 other monies wrongfully withheld and retained by Defendants pursuant to California
15 Labor Code sections 510 and 1198.

16 104. Pursuant to California Business & Professions Code section 17200, et
17 seq., Plaintiff and the other class members are entitled to restitution of the wages
18 withheld and retained by Defendants during a period that commences from four years
19 preceding the date of the filing of this Complaint; an award of attorneys' fees pursuant
20 to California Code of Civil Procedure section 1021.5 and other applicable laws; and an
21 award of costs.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff, individually, and on behalf of other members of the general public
24 similarly situated, and on behalf of aggrieved employees pursuant to the California
25 Private Attorneys General Act, requests a trial by jury.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually, and on behalf of members of the general
28

1 public similarly situated, and on behalf of aggrieved employees pursuant to the Private
2 Attorneys General Act, prays for relief and judgment against Defendants, jointly and
3 severally, as follows:

4 **Class Certification**

- 5 1. That this action be certified as a class action;
6 2. That Plaintiff be appointed as the representative of the Class;
7 3. That counsel for Plaintiff be appointed as Class Counsel; and
8 4. That Defendants provide to Class Counsel, immediately upon its
9 appointment, the names and most current contact information (address and telephone
10 numbers) of all class members.

11 **As to the First Cause of Action**

12 5. That the Court declare, adjudge and decree that Defendants violated
13 California Labor Code sections 510, 1194, 1197, 1197.1, 1198 and applicable IWC Wage
14 Orders by willfully failing to pay all minimum and overtime wages due to Plaintiff and
15 the other class members;

16 6. For general unpaid wages, unpaid wages at overtime wage rates and such
17 general and special damages as may be appropriate;

18 7. For pre-judgment interest on any unpaid minimum wages and overtime
19 compensation commencing from the date such amounts were due;

20 8. For statutory wage penalties pursuant to California Labor Code section
21 1197.1 for Plaintiff and the other class members in the amount as may be established
22 according to proof at trial;

23 9. For liquidated damages pursuant to California Labor Code section 1194.2;

24 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code section 1194(a);

26 11. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
27 and (g) plus costs and attorneys' fees for violation of California Labor Code sections
28

1 510 1194, 1197, 1197.1 and 1198; and

2 12. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Second Cause of Action**

5 13. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
6 and (g) plus costs and attorneys' fees for violation of California Labor Code sections
7 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
8 2800 and 2802; and

9 14. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 **As to the Third Cause of Action**

12 15. That the Court declare, adjudge and decree that Defendants violated
13 California Business and Professions Code section 17200, et seq. by failing to provide
14 Plaintiff and the other class members all overtime compensation due to them, failing to
15 provide all meal and rest periods to Plaintiff and the other class members, failing to pay
16 for all missed meal and rest periods to Plaintiff and the other class members, failing to
17 pay all minimum wages due to Plaintiff and the other class members, failing to pay
18 Plaintiff's and other class members' wages timely as required by California Labor Code
19 sections 201, 202, and 204, failing to provide Plaintiff and other class members with
20 complete and accurate wage statements, failing to keep complete and accurate payroll
21 records, and failing to reimburse Plaintiff and other class members for necessary
22 business-related expenses and costs.

23 16. For all actual, consequential, and incidental losses and damages,
24 according to proof;

25 17. For restitution of unpaid wages and other monies wrongfully withheld and
26 retained by Defendants to Plaintiff and the other class members and prejudgment
27 interest from the day such amount were due and payable;
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1 18. For the appointment of a receiver to receive, manage and distribute any
2 and all funds disgorged from Defendants and determined to have been wrongfully
3 withheld acquired by Defendants as a result of violations of California Business &
4 Professions Code section 17200, et seq.;

5 19. For reasonable attorneys' fees and costs of suit incurred herein that
6 Plaintiff and the other class members are entitled to recover under California Code of
7 Civil Procedure section 1021.5; and

8 20. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 DATED: July 26, 2011

THE AIWAZIAN LAW FIRM

11
12 By: 

13 Edwin Aiwazian
14 Attorneys for Plaintiff
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EX.B

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 08 2011

John A. Clarke, Executive Officer/Clerk
BY (Signature) Deputy
Shaunya Wesley

1 R. Rex Parris (SBN 96567)
2 Alexander R. Wheeler (SBN 239541)
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10 *Attorneys for Plaintiff*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 **BC 474960**

14 MANNY VINLUAN, individually, and on
15 behalf of other members of the general public
16 similarly situated, and on behalf of aggrieved
17 employees pursuant to the Private Attorneys
18 General Act ("PAGA");

17 Plaintiff,

18 vs.

19 DOUGLAS EMMETT, INC., a Maryland
20 corporation; DOUGLAS EMMETT
21 MANAGEMENT, INC., a Delaware
22 corporation; DOUGLAS EMMETT, LLC, an
23 unknown business entity; and DOES 1 through
24 100, inclusive,

23 Defendants.

Case No.:

**CLASS ACTION COMPLAINT
FOR DAMAGES & ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code § 1194 (Unpaid Minimum and Overtime Wages)
- (2) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)
- (3) Violation of California Business and Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET SEQ. AND DEMAND FOR JURY TRIAL

EXB

COMES NOW, Plaintiff MANNY VINLUAN ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for each class representative, including claims for compensatory damages, penalties, interest, and pro rata share of attorneys' fees, is less than \$75,000.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and transact business in the County of Los Angeles. Furthermore, according to the California Secretary of State's website, Defendants are headquartered at 808 Wilshire Boulevard, Suite 200, City of Santa Monica, State of California, 90401. Plaintiff resides in the County of Los Angeles and the acts and omissions alleged herein, relating to Plaintiff specifically, took place in the State of California, County of Los Angeles.

5. The total “amount in controversy” as a result of this lawsuit, inclusive of claims for compensatory damages, penalties, interest, and attorneys’ fees, is less than five-million dollars (\$5,000,000).

PARTIES

6. Plaintiff MANNY VINLUAN is an individual residing in the State of California, County of Los Angeles.

7. Defendants DOUGLAS EMMETT, INC., DOUGLAS EMMETT MANAGEMENT, INC., and DOUGLAS EMMETT, LLC (hereinafter referred to as “DOUGLAS EMMETT”), at all times herein mentioned, were and are, upon information and belief, a Maryland corporation, a Delaware corporation, and an unknown business entity, respectively, and at all times hereinafter mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, DOUGLAS EMMETT was the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

9. At all times herein relevant, DOUGLAS EMMETT and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint,

1 and unlawfully caused the injuries and damages to Plaintiff as alleged in this
2 Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true
3 names and capacities when the same have been ascertained.

4 11. DOUGLAS EMMETT and DOES 1 through 100 will hereinafter
5 collectively be referred to as Defendants.

6 12. Plaintiff further alleges that Defendants including the unknown defendants
7 identified as DOES, directly or indirectly controlled or affected the working conditions,
8 wages, working hours, and conditions of employment of Plaintiff and the other class
9 members so as to make each of said Defendants employers and employers liable under
10 the statutory provisions set forth herein.

11 **CLASS ACTION ALLEGATIONS**

12 13. Plaintiff brings this action on his own behalf and on behalf of all other
13 members of the general public similarly situated, and on behalf of aggrieved employees
14 pursuant to the California Private Attorneys General Act and, thus, seeks class
15 certification under Code of Civil Procedure section 382.

16 14. The proposed class is defined as follows:

17 All current and former corporate/non-property-level hourly paid or non-
18 exempt employees who worked for Defendants within the State of
19 California at any time during the period from four years preceding the
20 filing of this Complaint to final judgment.

21 15. Plaintiff reserves the right to establish subclasses as appropriate.

22 16. The class is ascertainable and there is a well-defined community of
23 interest in the litigation:

24 a. Numerosity: The class members are so numerous that joinder of all
25 class members is impracticable. The membership of the entire
26 class is unknown to Plaintiff at this time; however, the class is
27 estimated to be two-hundred (200) individuals and the identity of
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1 such membership is readily ascertainable by inspection of
2 Defendants' employment records.

3 b. Typicality: Plaintiff's claims are typical of all other class members'
4 as demonstrated herein. Plaintiff will fairly and adequately protect
5 the interests of the other class members with whom he has a well-
6 defined community of interest.

7 c. Adequacy: Plaintiff will fairly and adequately protect the interests
8 of each class member, with whom he has a well-defined
9 community of interest and typicality of claims, as demonstrated
10 herein. Plaintiff has no interest that is antagonistic to the other
11 class members. Plaintiff's attorneys, the proposed class counsel,
12 are versed in the rules governing class action discovery,
13 certification, and settlement. Plaintiff has incurred, and during the
14 pendency of this action will continue to incur, costs and attorneys'
15 fees, that have been, are, and will be necessarily expended for the
16 prosecution of this action for the substantial benefit of each class
17 member.

18 d. Superiority: A class action is superior to other available methods
19 for the fair and efficient adjudication of this litigation because
20 individual joinder of all class members is impractical.

21 e. Public Policy Considerations: Certification of this lawsuit as a class
22 action will advance public policy objectives. Employers of this
23 great state violate employment and labor laws every day. Current
24 employees are often afraid to assert their rights out of fear of direct
25 or indirect retaliation. However, class actions provide the class
26 members who are not named in the complaint anonymity that
27 allows for the vindication of their rights.

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1 17. There are common questions of law and fact as to the class members that
2 predominate over questions affecting only individual members. The following common
3 questions of law or fact, among others, exist as to the members of the class:

- 4 a. Whether Defendants' failure to pay wages, without abatement or
5 reduction, in accordance with the California Labor Code, was
6 willful;
- 7 b. Whether Defendants' had a corporate policy and practice of failing
8 to pay their corporate/non-property-level hourly-paid or non-
9 exempt employees for all hours worked, missed meal periods and
10 rest breaks in violation of California law;
- 11 c. Whether Defendants required Plaintiff and the other class members
12 to work over eight (8) hours per day and/or over forty (40) hours
13 per week and failed to pay the legally required overtime
14 compensation to Plaintiff and the other class members;
- 15 d. Whether Defendants deprived Plaintiff and the other class members
16 of meal periods or required Plaintiff and the other class members to
17 work during meal periods without compensation;
- 18 e. Whether Defendants deprived Plaintiff and the other class members
19 of rest periods or required Plaintiff and the other class members to
20 work during rest periods without compensation;
- 21 f. Whether Defendants failed to pay minimum wages to Plaintiff and
22 the other class members;
- 23 g. Whether Defendants failed to pay all wages due to the class
24 members within the required time upon their discharge or
25 resignation;
- 26 h. Whether Defendants failed to timely pay all wages due to Plaintiff
27 and the other class members during their employment;
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- 1 i. Whether Defendants complied with wage reporting as required by
2 the California Labor Code; including, *inter alia*, section 226;
3 j. Whether Defendants kept complete and accurate payroll records as
4 required by the California Labor Code, including, *inter alia*, section
5 1174(d);
6 k. Whether Defendants' failed to reimburse Plaintiff and the other
7 class members for necessary business-related expenses and costs;
8 l. Whether Defendants' conduct was willful or reckless;
9 m. Whether Defendants engaged in unfair business practices in
10 violation of California Business & Professions Code section
11 17200, et seq.;
12 n. The appropriate amount of damages, restitution, and/or monetary
13 penalties resulting from Defendants' violation of California law;
14 and
15 o. Whether Plaintiff and the other class members are entitled to
16 compensatory damages pursuant to the California Labor Code.

17 **GENERAL ALLEGATIONS**

18 18. At all relevant times set forth herein, Defendants employed Plaintiff and
19 other persons as corporate/non-property-level hourly-paid or non-exempt employees.

20 19. Defendants, jointly and severally, have employed Plaintiff as a
21 corporate/non-property-level hourly-paid, non-exempt employee, from approximately
22 March 2011 to approximately October 2011 in the State of California in the County of
23 Los Angeles.

24 20. Defendants hired Plaintiff and classified him as an hourly-paid, non-
25 exempt employee, and failed to compensate him for all hours worked, missed meal
26 periods or rest breaks.

27 ////

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1 21. Defendants had the authority to hire and terminate Plaintiff and the other
2 class members; to set work rules and conditions governing Plaintiff's and the other
3 class members' employment; and to supervise their daily employment activities.

4 22. Defendants exercised sufficient authority over the terms and conditions of
5 Plaintiff's and the other class members' employment for them to be joint employers of
6 Plaintiff and the other class members.

7 23. Defendants directly hired and paid wages and benefits to Plaintiff and the
8 other class members.

9 24. Defendants continue to employ hourly paid or non-exempt employees
10 within the State of California.

11 25. Plaintiff is informed and believes, and based thereon alleges, that at all
12 times herein relevant, Defendants were advised by skilled lawyers and other
13 professionals, employees, advisors, and consultants highly knowledgeable about
14 California wage laws, employment and personnel practices.

15 26. Plaintiff is informed and believes, and based thereon alleges, that at all
16 times herein relevant, without any justification, Defendants must have ignored the
17 employment and personnel policy changes proposed by skilled lawyers and other
18 professionals, employees, advisors, and consultants highly knowledgeable about
19 California wage laws, employment and personnel practices.

20 27. Plaintiff and the other class members worked over eight (8) hours in a
21 day, and/or forty (40) hours in a week during their employment with Defendants.

22 28. Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants engaged in a uniform policy and systematic scheme of wage abuse against
24 their corporate/non-property-level hourly paid or non-exempt employees. This scheme
25 involved, *inter alia*, failing to pay them for all hours worked, missed meal periods and
26 rest breaks in violation of California law.

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1 29. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants knew or should have known that Plaintiff and the other class members were
3 entitled to receive certain wages for overtime compensation and that they were not
4 receiving wages for overtime compensation.

5 30. Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants failed to provide Plaintiff and the other class members the required rest and
7 meal periods during the relevant time period as required under the Industrial Welfare
8 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

9 31. Plaintiff is informed and believes, and based thereon alleges, that
10 Defendants knew or should have known that Plaintiff and the other class members were
11 entitled to receive all meal periods or payment of one additional hour of pay at
12 Plaintiff's and the other class member's regular rate of pay when a meal period was
13 missed, and they did not receive all meal periods or payment of one additional hour of
14 pay at Plaintiff's and the other class member's regular rate of pay when a meal period
15 was missed.

16 32. Plaintiff is informed and believes, and based thereon alleges, that
17 Defendants knew or should have known that Plaintiff and the other class members were
18 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
19 regular rate of pay when a rest period was missed, and they did not receive all rest
20 periods or payment of one additional hour of pay at Plaintiff's and the other class
21 members' regular rate of pay when a rest period was missed.

22 33. Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants knew or should have known that Plaintiff and the other class members were
24 entitled to receive at least minimum wages for compensation and that they were not
25 receiving at least minimum wages for all hours worked.

26 34. Plaintiff is informed and believes, and based thereon alleges, that
27 Defendants knew or should have known that the class members were entitled to receive
28 all wages owed to them upon discharge or resignation, including overtime and

1 minimum wages and meal and rest period premiums, and they did not, in fact, receive
2 all such wages owed to them at the time of their discharge.

3 35. Plaintiff is informed and believes, and based thereon alleges, that
4 Defendants knew or should have known that Plaintiff and the other class members were
5 entitled to receive all wages owed to them during their employment. Plaintiff and the
6 other class members did not receive payment of all wages, including overtime and
7 minimum wages and meal and rest period premiums, within any time permissible under
8 California Labor Code section 204.

9 36. Plaintiff is informed and believes, and based thereon alleges, that
10 Defendants knew or should have known that Plaintiff and the other class members were
11 entitled to receive complete and accurate wage statements in accordance with California
12 law, but, in fact, they did not receive complete and accurate wage statements from
13 Defendants. The deficiencies included, *inter alia*, the failure to include the total
14 number of hours worked by Plaintiff and the other class members.

15 37. Plaintiff is informed and believes, and based thereon alleges, that
16 Defendants knew or should have known that Defendants had to keep complete and
17 accurate payroll records for Plaintiff and the other class members in accordance with
18 California law, but, in fact, did not keep complete and accurate payroll records.

19 38. Plaintiff is informed and believes, and based thereon alleges, that
20 Defendants knew or should have known that Plaintiff and the other class members were
21 entitled to reimbursement for necessary business-related expenses and cost.

22 39. Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants knew or should have known that they had a duty to compensate Plaintiff
24 and the other class members pursuant to California law, and that Defendants had the
25 financial ability to pay such compensation, but willfully, knowingly, and intentionally
26 failed to do so, and falsely represented to Plaintiff and the other class members that they
27 were properly denied wages, all in order to increase Defendants' profits.

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1 40. At all material times set forth herein, Defendants failed to pay all overtime
2 wages to Plaintiff and the other class members. Plaintiff and the other class members
3 were required to work more than eight (8) hours per day and/or forty (40) hours per
4 week.

5 41. At all material times set forth herein, Defendants failed to provide
6 uninterrupted meal and rest periods to Plaintiff and the other class members.

7 42. At all material times set forth herein, Defendants failed to pay Plaintiff
8 and the other class members at least minimum wages for all hours worked.

9 43. At all material times set forth herein, Defendants failed to pay the class
10 members all wages owed to them upon discharge or resignation.

11 44. At all material times set forth herein, Defendants regularly and
12 consistently failed to pay Plaintiff and the other class members all wages within any
13 time permissible under California law, including, *inter alia*, California Labor Code
14 section 204.

15 45. At all material times set forth herein, Defendants regularly and
16 consistently failed to provide complete and accurate wage statements to Plaintiff and
17 the other class members.

18 46. At all material times set forth herein, Defendants regularly and
19 consistently failed to keep complete and accurate payroll records for Plaintiff and the
20 other class members.

21 47. At all material times set forth herein, Defendants regularly and
22 consistently failed to reimburse Plaintiff and the other class members for necessary
23 business-related expenses and costs.

24 48. At all material times set forth herein, Defendants regularly and
25 consistently failed to properly compensate Plaintiff and the other class members
26 pursuant to California law in order to increase Defendants' profits.

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1 49. California Labor Code section 218 states that noting in Article 1 of the
2 Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages
3 or penalty due to him [or her] under this article."

4 50. At all times herein set forth, PAGA was applicable to Plaintiff's
5 employment by Defendants.

6 51. At all times herein set forth, PAGA provides that any provision of law
7 under the California Labor Code that provides for a civil penalty to be assessed and
8 collected by the LWDA for violations of the California Labor Code may, as an
9 alternative, be recovered through a civil action brought by an aggrieved employee on
10 behalf of himself and other current or former employees pursuant to procedures
11 outlined in California Labor Code section 2699.3.

12 52. Pursuant to PAGA, a civil action under PAGA may be brought by an
13 "aggrieved employee," who is any person that was employed by the alleged violator
14 and against whom one or more of the alleged violations was committed.

15 53. Plaintiff was employed by Defendants and the alleged violation was
16 committed against him during their time of employment and he is, therefore, an
17 aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as
18 defined by California Labor Code section 2699(c) in that they are all current or former
19 employees of Defendants, and one or more of the alleged violations were committed
20 against them.

21 54. Pursuant to California Labor Code sections 2699.3 and 2699.5, an
22 aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA
23 after the following requirements have been met:

- 24 a. The aggrieved employee shall give written notice by certified mail
25 (hereinafter "Employee's Notice") to the LWDA and the employer
26 of the specific provisions of the California Labor Code alleged to
27 have been violated, including the facts and theories to support the
28 alleged violations.

1 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to
2 the employer and the aggrieved employee by certified mail that it
3 does not intend to investigate the alleged violation within thirty
4 (30) calendar days of the postmark date of the Employee's Notice.
5 Upon receipt of the LWDA Notice, or if the LWDA Notice is not
6 provided within thirty-three (33) calendar days of the postmark
7 date of the Employee's Notice, the aggrieved employee may
8 commence a civil action pursuant to California Labor Code section
9 2699 to recover civil penalties in addition to any other penalties to
10 which the employee may be entitled.

11 55. On December 6, 2011, Plaintiff provided written notice by U.S. Certified
12 Mail to the LWDA and to Defendants of the specific provisions of the California Labor
13 Code alleged to have been violated, including the facts and theories to support the
14 alleged violations.

15 56. Plaintiff will have satisfied the administrative prerequisites under
16 California Labor Code section 2699.3(a) to recover civil penalties against Defendants,
17 in addition to other remedies, for violations of California Labor Code sections 201, 202,
18 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
19 2802.

20 **FIRST CAUSE OF ACTION**
21 **Violation of California Labor Code §§ 510 and 1198**
22 **(Against ALL DEFENDANTS and DOES 1 through 100)**

23 57. Plaintiff incorporates by reference the allegations contained in paragraphs
24 1 through 56, and each and every part thereof with the same force and effect as though
25 fully set forth herein.

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1 58. At all relevant times, California Labor Code sections 1194, 1197, and
2 1197.1 provided that the minimum wage for employees fixed by the Industrial Welfare
3 Commission is the minimum wage to be paid to employees, and the payment of a lesser
4 wage than the minimum so fixed is unlawful.

5 59. California Labor Code section 1194 and 1198 and the applicable
6 Industrial Welfare Commission ("IWC") Wage Order further provided that it was
7 unlawful to employ persons without compensating them at a rate of pay time-and-one-
8 half or two-times that person's regular rate of pay, depending on the number of hours
9 worked by the person on a daily or weekly basis.

10 60. Specifically, the applicable IWC Wage Order provides that Defendants
11 are and were required to pay Plaintiff and the other class members employed by
12 Defendants, and working more than eight (8) hours in a day or more than forty (40)
13 hours in a workweek, at a rate of time-and-one-half for all hours worked in excess of
14 eight (8) hours in a day or more than forty (40) hours in a workweek.

15 61. California Labor Code section 510 codifies the right to overtime
16 compensation at one-and-one-half times the regular hourly rate for hours worked in
17 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)
18 hours worked on the seventh day of work, and to overtime compensation at twice the
19 regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess
20 of eight (8) hours in a day on the seventh day of work.

21 62. During the relevant time period, Plaintiff and the other class members
22 were not paid for all hours worked.

23 63. During the relevant time period, Plaintiff and the other class members
24 were not paid at least minimum wage compensation for all hours worked.

25 64. During the relevant time period, Plaintiff and the other class members
26 were not paid overtime compensation for the all hours they worked in excess of eight
27 (8) hours in a day and/or forty (40) hours in a week.

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1 65. During the relevant time period, Defendants willfully failed to pay
2 minimum wages to Plaintiff and the other class members as required, pursuant to
3 California Labor Code sections 1194, 1197, and 1197.1.

4 66. During the relevant time period, Defendants willfully failed to pay all
5 overtime wages owed to Plaintiff and the other class members as required, pursuant to
6 California Labor Code sections 510, 1194 and 1198.

7 67. Defendants' failure to pay Plaintiff and the other class members the
8 minimum wage as required violates California Labor Code sections 1194, 1197, and
9 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to
10 recover the unpaid balance of their minimum wage compensation as well as interest,
11 costs, and attorneys' fees, and liquidated damages in an amount equal to the wages
12 unlawfully unpaid and interest thereon.

13 68. Defendants' failure to pay Plaintiff and the other class members the unpaid
14 balance of overtime compensation, as required by California laws, violates the
15 provisions of California Labor Code sections 510, 1194 and 1198, and is therefore
16 unlawful.

17 69. Pursuant to California Labor Code section 1194, Plaintiff and the other
18 class members are entitled to recover their unpaid minimum wages and overtime
19 compensation, as well as interest, costs, and attorneys' fees.

20 70. Pursuant to California Labor Code section 1197.1, Plaintiff and the other
21 class members are entitled to recover a penalty of one hundred dollars (\$100) for the
22 initial failure to timely pay each employee minimum wages, and two hundred and fifty
23 dollars (\$250) for each subsequent failure to pay each employee minimum wages.

24 71. Pursuant to California Labor Code section 1194.2, Plaintiff and the other
25 class members are entitled to recover liquidated damages in an amount equal to the
26 wages unlawfully unpaid and interest thereon.

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72. Pursuant to civil penalties provided for in California Labor Code section 2699(a), (f) and (g), the State of California, Plaintiff and the other aggrieved employees are entitled to recover civil penalties plus costs and attorneys' fees for violation of California Labor Code sections 510, 1194, 1197, 1197.1 and 1198.

SECOND CAUSE OF ACTION

**Violation of California Labor Code § 2698, et seq.
(Against All DEFENDANTS. and DOES 1 through 100)**

73. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

74. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

75. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

76. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

77. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

1 **Failure to Provide Meal Periods**

2 78. Defendants' failure to provide legally required meal periods to Plaintiff
3 and the other aggrieved employees is in violation of the Wage Orders and constitutes
4 unlawful or unfair activity prohibited by California Labor Code sections 226.7 and
5 512(a).

6 **Failure to Provide Rest Periods**

7 79. Defendants' failure to provide legally required rest periods to Plaintiff and
8 the other aggrieved employees is in violation of the Wage Orders and constitutes
9 unlawful or unfair activity prohibited by California Labor Code section 226.7.

10 **Failure to Pay Minimum Wages**

11 80. Defendants' failure to pay legally required minimum wages to Plaintiff
12 and the other aggrieved employees is in violation of the Wage Orders and constitutes
13 unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197
14 and 1197.1.

15 **Failure to Timely Pay Wages Upon Termination**

16 81. Defendants' failure to timely pay wages to the aggrieved employees upon
17 termination in accordance with Labor Code sections 201 and 202 constitutes unlawful
18 and/or unfair activity prohibited by California Labor Code sections 201 and 202.

19 **Failure to Timely Pay Wages During Employment**

20 82. Defendants' failure to timely pay wages to Plaintiff and the other
21 aggrieved employees during employment in accordance with Labor Code section 204
22 constitutes unlawful and/or unfair activity prohibited by California Labor Code section
23 204.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 83. Defendants' failure to provide complete and accurate wage statements to
26 Plaintiff and the other aggrieved employees in accordance with Labor Code section
27 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code
28 section 226(a).

1 **Failure to Keep Complete and Accurate Payroll Records**

2 84. Defendants' failure to keep complete and accurate payroll records relating
3 to Plaintiff and the other aggrieved employees in accordance with California Labor
4 Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by
5 California Labor Code section 1174(d).

6 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

7 85. Defendants' failure to reimburse Plaintiff and the other aggrieved
8 employees for necessary business-related expenses and costs in accordance with
9 California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair
10 activity prohibited by California Labor Code sections 2800 and 2802.

11 86. Pursuant to California Labor Code section 2699, Plaintiff, individually,
12 and on behalf of all aggrieved employees, requests and is entitled to recover from
13 Defendants and each of them, business expenses, unpaid wages, and/or untimely wages
14 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code
15 section 218.5, as well as all statutory penalties against Defendants, and each of them,
16 including but not limited to:

- 17 a. Penalties under California Labor Code section 2699 in the amount of
18 a hundred dollars (\$100) for each aggrieved employee per pay
19 period for the initial violation, and two hundred dollars (\$200) for
20 each aggrieved employee per pay period for each subsequent
21 violation;
22 b. Penalties under California Code of Regulations Title 8 section 11070
23 in the amount of fifty dollars (\$50) for each aggrieved employee per
24 pay period for the initial violation, and one hundred dollars (\$100)
25 for each aggrieved employee per pay period for each subsequent
26 violation;

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- 1 c. Penalties under California Labor Code section 210 in addition to,
2 and entirely independent and apart from, any other penalty provided
3 in the California Labor Code in the amount of a hundred dollars
4 (\$100) for each aggrieved employee per pay period for the initial
5 violation, and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation; and
7 d. Any and all additional penalties and sums as provided by the
8 California Labor Code and/or other statutes.

9 87. Pursuant to California Labor Code section 2699(i), civil penalties
10 recovered by aggrieved employees shall be distributed as follows: seventy-five percent
11 (75%) to the Labor and Workforce Development Agency for the enforcement of labor
12 laws and education of employers and employees about their rights and responsibilities
13 and twenty-five percent (25%) to the aggrieved employees.

14 88. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees
15 and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
16 applicable statute.

17 **THIRD CAUSE OF ACTION**

18 **Violation of California Business & Professions Code § 17200, et seq.**
19 **(Against All DEFENDANTS and DOES 1 through 100)**
20

21 89. Plaintiff incorporates by reference the allegations contained in paragraphs
22 1 through 88, and each and every part thereof with the same force and effect as though
23 fully set forth herein.

24 90. Defendants' conduct, as alleged in this Complaint, has been, and
25 continues to be, unfair, unlawful and harmful to Plaintiff and the other class members,
26 and Defendants' competitors. Accordingly, Plaintiff and the other class members seek
27 to enforce important rights affecting the public interest within the meaning of Code of
28 Civil Procedure section 1021.5.

1 91. Defendants' activities as alleged herein are violations of California law,
2 and constitute unlawful business acts and practices in violation of California Business
3 & Professions Code section 17200, et seq.

4 92. A violation of California Business & Professions Code section 17200, et
5 seq. may be predicated on the violation of any state or federal law. In this instant case,
6 Defendants' policies and practices of requiring employees, including Plaintiff and the
7 other class members, to work overtime without paying them proper compensation
8 violate California Labor Code sections 510 and 1198. Additionally, Defendants'
9 policies and practices of requiring employees, including Plaintiff and the other class
10 members, to work through their meal and rest periods without paying them proper
11 compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
12 Defendants' policies and practices of failing to timely pay wages to Plaintiff and the
13 other class members violate California Labor Code sections 201, 202 and 204.
14 Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and
15 2802.

16 **Failure to Pay Overtime**

17 93. Defendants' failure to pay overtime in violation of the Wage Orders and
18 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by California Business & Professions Code section
20 17200, et seq.

21 **Failing to Provide Meal Periods**

22 94. Defendants' failure to provide legally required meal periods in violation
23 of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged
24 above, constitutes unlawful and/or unfair activity prohibited by California Business &
25 Professions Code section 17200, et seq.

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1 **Failure to Provide Rest Periods**

2 95. Defendants' failure to provide legally required rest periods in violation of
3 the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes
4 unlawful and/or unfair activity prohibited by California Business & Professions Code
5 section 17200, et seq.

6 **Failure to Pay Minimum Wages**

7 96. Defendants' failure to pay minimum wages in violation of the Wage
8 Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above,
9 constitutes unlawful and/or unfair activity prohibited by California Business &
10 Professions Code section 17200, et seq.

11 **Failure to Timely Pay Wages Upon Termination**

12 97. Defendants' failure to timely pay wages upon termination in violation of
13 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful
14 and/or unfair activity prohibited by California Business & Professions Code section
15 17200, et seq.

16 **Failure to Timely Pay Wages During Employment**

17 98. Defendants' failure to timely pay wages during employment in violation
18 of California Labor Code section 204, as alleged above, constitutes unlawful and/or
19 unfair activity prohibited by California Business & Professions Code section
20 17200, et seq.

21 **Failure to Provide Compliant Wage Statements**

22 99. Defendants' failure to provide compliant wage statements in violation of
23 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or
24 unfair activity prohibited by California Business & Professions Code section
25 17200, et seq.

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1 **Failure to Keep Complete and Accurate Payroll Records**

2 100. Defendants' failure to keep complete and accurate payroll records in
3 violation of California Labor Code section 1174(d), as alleged above, constitutes
4 unlawful and/or unfair activity prohibited by California Business & Professions Code
5 section 17200, et seq.

6 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

7 101. Defendants' failure to reimburse necessary business-related expenses and
8 costs in violation of California Labor Code sections 2800 and 2802, as alleged above,
9 constitutes unlawful and/or unfair activity prohibited by California Business &
10 Professions Code section 17200, et seq.

11 102. As a result of the herein described violations of California law,
12 Defendants unlawfully gained an unfair advantage over other businesses.

13 103. Plaintiff and the other class members have been personally injured and
14 continue to be injured by Defendants' unlawful business acts and practices as alleged
15 herein, including, but not necessarily limited to, the loss of money and/or property.

16 104. Pursuant to California Business & Professions Code section 17200, et
17 seq., Plaintiff and the other class members are entitled to restitution of the wages and
18 other monies wrongfully withheld and retained by Defendants pursuant to California
19 Labor Code sections 510 and 1198.

20 105. Pursuant to California Business & Professions Code section 17200, et
21 seq., Plaintiff and the other class members are entitled to restitution of the wages
22 withheld and retained by Defendants during a period that commences from four years
23 preceding the date of the filing of this Complaint; an award of attorneys' fees pursuant
24 to California Code of Civil Procedure section 1021.5 and other applicable laws; and an
25 award of costs.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other members of the general public
3 similarly situated, and on behalf of aggrieved employees pursuant to the California
4 Private Attorneys General Act, requests a trial by jury.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually, and on behalf of other members of the
7 general public similarly situated, and on behalf of aggrieved employees pursuant to the
8 Private Attorneys General Act, prays for relief and judgment against Defendants, jointly
9 and severally, as follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;
12 2. That Plaintiff be appointed as the representative of the Class;
13 3. That counsel for Plaintiff be appointed as Class Counsel; and
14 4. That Defendants provide to Class Counsel, immediately upon its
15 appointment, the names and most current contact information (address and telephone
16 numbers) of all class members.

17 **As to the First Cause of Action**

- 18 5. That the Court declare, adjudge and decree that Defendants violated
19 California Labor Code sections 510, 1194, 1197, 1197.1, 1198 and applicable IWC Wage
20 Orders by willfully failing to pay all minimum and overtime wages due to Plaintiff and
21 the other class members;

- 22 6. For general unpaid wages, unpaid wages at overtime wage rates and such
23 general and special damages as may be appropriate;

- 24 7. For pre-judgment interest on any unpaid minimum wages and overtime
25 compensation commencing from the date such amounts were due;

- 26 8. For statutory wage penalties pursuant to California Labor Code section
27 1197.1 for Plaintiff and the other class members in the amount as may be established
28 according to proof at trial;

1 9. For liquidated damages pursuant to California Labor Code section 1194.2;

2 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a);

4 11. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
5 and (g) plus costs and attorneys' fees for violation of California Labor Code sections
6 510 1194, 1197, 1197.1 and 1198; and

7 12. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Second Cause of Action**

10 13. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
11 and (g) plus costs and attorneys' fees for violation of California Labor Code sections
12 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
13 2800 and 2802; and

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

16 **As to the Third Cause of Action**

17 15. That the Court declare, adjudge and decree that Defendants violated
18 California Business and Professions Code section 17200, et seq. by failing to provide
19 Plaintiff and the other class members all overtime compensation due to them, failing to
20 provide all meal and rest periods to Plaintiff and the other class members, failing to pay
21 for all missed meal and rest periods to Plaintiff and the other class members, failing to
22 pay all minimum wages due to Plaintiff and the other class members, failing to pay
23 Plaintiff's and other class members' wages timely as required by California Labor Code
24 sections 201, 202, and 204, failing to provide Plaintiff and other class members with
25 complete and accurate wage statements, failing to keep complete and accurate payroll
26 records, and failing to reimburse Plaintiff and other class members for necessary
27 business-related expenses and costs.

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1 16. For all actual, consequential, and incidental losses and damages,
2 according to proof;

3 17. For restitution of unpaid wages and other monies wrongfully withheld and
4 retained by Defendants to Plaintiff and the other class members and prejudgment
5 interest from the day such amount were due and payable;

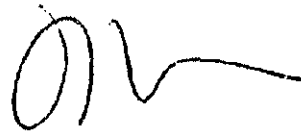
6 18. For the appointment of a receiver to receive, manage and distribute any
7 and all funds disgorged from Defendants and determined to have been wrongfully
8 withheld acquired by Defendants as a result of violations of California Business &
9 Professions Code section 17200, et seq.;

10 19. For reasonable attorneys' fees and costs of suit incurred herein that
11 Plaintiff and the other class members are entitled to recover under California Code of
12 Civil Procedure section 1021.5; and

13 20. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 DATED: December 8, 2011

R. REX PARRIS LAW FIRM

16
17 

18 By: _____
19 Alexander R. Wheeler
20 *Attorneys for Plaintiff*
21
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1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a
3 party to the within action. My business address is 2049 Century Park East, 5th Floor, Los Angeles,
4 California 90067.3107. On February 17, 2012, I served the within document(s):

5 **DEFENDANT DOUGLAS EMMETT, INC., DOUGLAS EMMETT**
6 **MANAGEMENT, INC., DOUGLAS EMMETT MANAGEMENT, LLC, AND**
7 **DOUGLAS EMMETT BUILDER'S NOTICE OF RELATED CASES**

8 ☐ by facsimile transmission at or about _____ on that date. This document
9 was transmitted by using a facsimile machine that complies with California Rules
10 of Court Rule 2003(3), telephone number 310.553.5583. The transmission was
11 reported as complete and without error. A copy of the transmission report, properly
12 issued by the transmitting machine, is attached. The names and facsimile numbers
13 of the person(s) served are as set forth below.

14 ☒ by placing a true copy of the document(s) listed above for collection and mailing
15 following the firm's ordinary business practice in a sealed envelope with postage
16 thereon fully prepaid for deposit in the United States mail at Los Angeles,
17 California addressed as set forth below.

18 ☐ by depositing a true copy of the same enclosed in a sealed envelope, with delivery
19 fees provided for, in an overnight delivery service pick up box or office designated
20 for overnight delivery, and addressed as set forth below.

21 ☐ by personally delivering a copy of the document(s) listed above to the person(s) at
22 the address(es) set forth below.

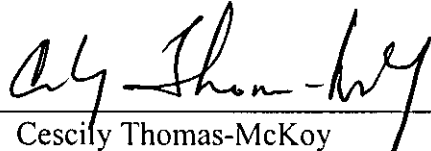
23 ☐ Based on a court order or an agreement of the parties to accept service by e-mail or
24 electronic transmission, I caused the documents to be sent to the persons at the e-
25 mail addresses on the attached service list on the dates and at the times stated
26 thereon. I did not receive, within a reasonable time after the transmission, any
27 electronic message or other indication that the transmission was unsuccessful. The
28 electronic notification address of the person making the service is
_____@littler.com.

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I am readily familiar with the firm's practice of collection and processing correspondence for mailing and for shipping via overnight delivery service. Under that practice it would be deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an overnight delivery service pick-up box or office on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 17, 2012, at Los Angeles, California.


Cescily Thomas-McKoy

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