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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 08 2011

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

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

21 Plaintiff,

22 vs.

23 DOUGLAS EMMETT, INC., a Maryland
24 corporation; DOUGLAS EMMETT
25 MANAGEMENT, INC., a Delaware
26 corporation; DOUGLAS EMMETT, LLC, an
27 unknown business entity; and DOES 1 through
28 100, inclusive,

Defendants.

Case No.: **BC 4749-60**

**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

CIT/CASE: BC474960 LEA/DEF:
RECEIPT #: CCH465980132
DATE PAID: 12/08/11 04:24:00 PM
PAYMENT: \$395.00
RECEIVED:
CHECK#: 395.00
CASH:
CREDIT:

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

This case is assigned to Dept. 324 at the Central Civil West Courthouse for COMPLEX DETERMINATION ONLY *Emilia Elias*

12/09/11

1 COMES NOW, Plaintiff MANNY VINLUAN (“Plaintiff”), individually, and on
2 behalf of other members of the general public similarly situated, and on behalf of
3 aggrieved employees pursuant to the California Private Attorneys General Act, and
4 alleges as 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 at 808 Wilshire Boulevard, Suite 200, City of Santa
26 Monica, State of California, 90401. Plaintiff resides in the County of Los Angeles and
27 the acts and omissions alleged herein, relating to Plaintiff specifically, took place in the
28 State of California, County of Los Angeles.

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

4 PARTIES

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

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

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

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

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

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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
28

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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- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants' failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

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

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

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

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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 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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1 72. Pursuant to civil penalties provided for in California Labor Code section
2 2699(a), (f) and (g), the State of California, Plaintiff and the other aggrieved employees
3 are entitled to recover civil penalties plus costs and attorneys' fees for violation of
4 California Labor Code sections 510, 1194, 1197, 1197.1 and 1198.

5 **SECOND CAUSE OF ACTION**

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

8 73. Plaintiff incorporates by reference the allegations contained in paragraphs
9 1 through 72, and each and every part thereof with the same force and effect as though
10 fully set forth herein.

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

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

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

25 **Failure to Pay Overtime**

26 77. Defendants' failure to pay legally required overtime wages to Plaintiff and
27 the other aggrieved employees is in violation of the Wage Orders and constitutes
28 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
18 **THIRD CAUSE OF ACTION**

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

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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Failure to Provide Rest Periods

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

Failure to Pay Minimum Wages

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

Failure to Timely Pay Wages Upon Termination

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

Failure to Timely Pay Wages During Employment

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

Failure to Provide Compliant Wage Statements

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

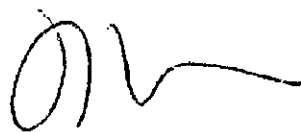
6 18. For the appointment of a receiver to receive, manage and distribute any
7 and all funds disgorged from Defendants and determined to have been wrongfully
8 withheld acquired by Defendants as a result of violations of California Business &
9 Professions Code section 17200, et seq.;

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 

19 By: _____

Alexander R. Wheeler
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
R. Rex Parris, Esq. (SBN 96567); Alexander R. Wheeler, Esq. (SBN 239541)
Douglas Han, Esq. (SBN 232858); Kitty Szeto, Esq. (SBN 258136)
R. REX PARRIS LAW FIRM
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TELEPHONE NO.: (661) 949-2595 FAX NO.: (661) 949-7524
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
DEC 08 2011
John A. Clark, Executive Officer/Clerk
BY Shaunya Wesley Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Los Angeles, California 90012
BRANCH NAME: Central District

CASE NAME: Manny Vinluan v. Douglas Emmett, Inc., et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 474960**
JUDGE:
DEPT:

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

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

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

Date: December 8, 2011
Alexander R. Wheeler, Esq. (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

SHORT TITLE: Manny Vinluan v. Douglas Emmett, Inc., et al.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 20 HOURS/ DAYS

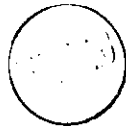
Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

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

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

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

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



- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office |
|---|---|

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

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

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CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons- See Step 3/Above
Non-Personal Injury/Property Damage/Wrongful Death Tort Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

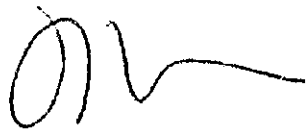
1/25/21

SHORT TITLE: Manny Vinluan v. Douglas Emmett, Inc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 808 Wilshire Boulevard	
	CITY: Santa Monica	STATE: CA

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



Dated: December 8, 2011

(SIGNATURE OF ATTORNEY/FILING PARTY)
Alexander R. Wheeler, Esq.

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

13/11