

ORIGINAL

FILED

Superior Court of California
County of Los Angeles

MAY 10 2018

Sherri R. Carter, Executive Officer/Clerk of Court

By Bethy Smith Deputy
Bethy Smith

1 James R. Hawkins, Esq. SBN 192925
2 Isandra Fernandez, Esq. SBN 220482
3 **JAMES HAWKINS APLC**
4 9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

5 Attorneys for Plaintiff, ANTHONY W. FORD
6 on behalf of himself and all others similarly situated

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

BC 705955

10 ANTHONY W. FORD on behalf of himself and
11 all others similarly situated

12 Plaintiff,

13 vs.

14 DOUGLAS EMMETT MANAGEMENT, LLC.
15 a Delaware limited liability company, and
16 DOES 1 through 50, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages including Overtime
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof
- 4) Failure To Reimburse Employee Expenses
- 5) Failure to Timely Pay Wages
- 6) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions
- 7) Violations of the Unfair Competition Law

JURY TRIAL DEMANDED

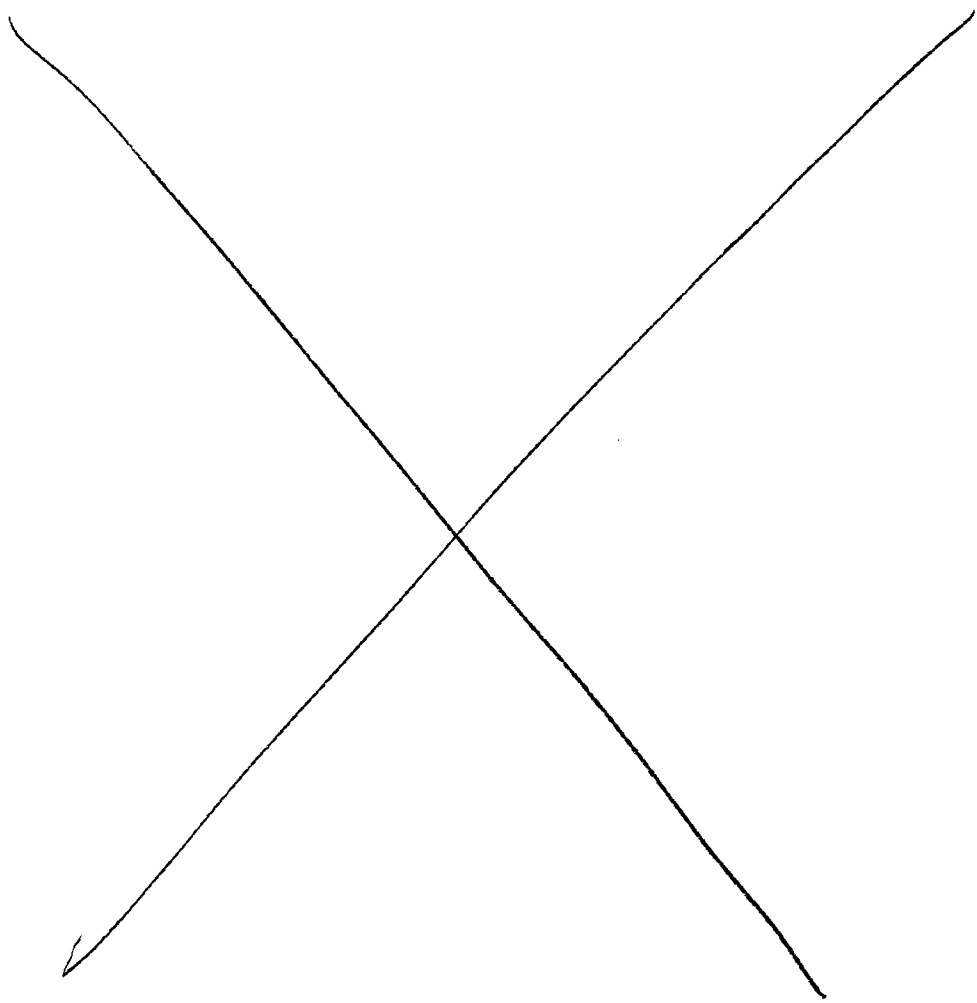
FAXED

05/11/2018

CIT/CASE: BC705955
LEA/DEF#:

RECEIPT #: CCH612315040
DATE PAID: 05/10/18 04:00 PM
PAYMENT: \$1,435.00 310
RECEIVED:

CHECK:	\$1,435.00
CASH:	\$0.00
CHANGE:	\$0.00
CARD:	\$0.00



05/11/2018

1 Plaintiff ANTHONY W. FORD on behalf of himself and all others similarly situated assert
2 claims against Defendant DOUGLAS EMMETT MANAGEMENT, LLC.. and DOES 1 through
3 50, inclusive (hereinafter collectively referred to as "Defendants") as follows:

4 I.

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendant DOUGLAS EMMETT MANAGEMENT, LLC.. and any subsidiaries and
8 affiliated companies (hereinafter "DOUGLAS EMMETT " or "Defendants") on behalf of
9 Plaintiff ANTHONY W. FORD (hereinafter "Plaintiff") and all similarly situated employees not
10 classified as "Exempt" or primarily employed in executive, professional, or administrative
11 capacities, employed by, or formerly employed by DOUGLAS EMMETT (hereinafter referred
12 to as "Non-Exempt Employees" and/or "Class Members").

13 2. During the liability period, defined as the applicable statute of limitations for each
14 and every cause of action contained herein, Defendants enforced shift schedules, employment
15 policies and practices, and workload requirements wherein Plaintiff and all other Non Exempt
16 Employees: (1) were not paid proper wages they earned for all hours they worked including
17 overtime compensation; (2) were not permitted to take their full statutorily authorized rest and
18 meal periods, or had their rest and/or meal periods shortened or provided to them late due to the
19 scheduling and work load and time requirements placed upon them by Defendants. Defendants
20 failed to pay such employees one (1) hour of pay at the employees regular rate of compensation
21 for each workday that the meal period and/or rest period that was not properly provided.

22 3. During the liability period, Defendants have also failed to reimburse Class
23 Members for business expenses incurred in the performance of their job duties.

24 4. During the liability period, Defendants have also failed to maintain accurate
25 itemized records reflecting total hours worked and have failed to provide Non Exempt
26 Employees with accurate, itemized wage statements reflecting total hours worked and
27 appropriate rates of pay for those hours worked.
28

1 5. During the liability period, Defendants have also failed to pay all wages owed to
2 discharged or resigned Class Members in a timely manner.

3 6. Plaintiff, on behalf of himself and all Class Members, bring this action pursuant to
4 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1199, 2802, California
5 Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare
6 Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period
7 compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

8 7. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business
9 and Professions Code sections 17200-17208, also seeks restitution from Defendants for their
10 failure to pay all overtime wages and rest and meal period premiums to each of their Non-
11 Exempt Employees.

12 **II.**

13 **VENUE**

14 8. Venue as to each Defendant is proper in this judicial district pursuant to Code of
15 Civil Procedure section 395. Defendant conducts substantial and continuous commercial
16 activities in Los Angeles, California and each Defendant is within the jurisdiction of this Court
17 for service of process purposes. Defendants employ numerous Class Members in Los Angeles
18 County, California.

19 **III.**

20 **PARTIES**

21 9. Plaintiff is, and at all times mentioned in this complaint was, a resident of Los
22 Angeles County, California.

23 10. On information and belief, DOUGLAS EMMETT is a business incorporated in
24 Delaware with its headquarters and principle place of business located in Santa Monica,
25 California. DOUGLAS EMMETT owns and operates multiple office and residential buildings in
26 Southern California.

27 11. The true names and capacities of Defendants, whether individual, corporate,
28 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to

1 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
2 section 474. Plaintiff is informed and believes, and based thereon alleges that each of the
3 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
4 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
5 true names and capacities of the Defendants designated hereinafter as DOES when such identities
6 become known.

7 12. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
9 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
10 Defendant are legally attributable to the other Defendants.

11 **IV.**

12 **FACTUAL BACKGROUND**

13 13. Plaintiff was employed by DOUGLAS EMMETT from in or about December
14 2015 through in or about August 2017 and occupied a non exempt, hourly position as a service
15 technician.

16 14. Defendants set up and enforced schedules, policies, and workload requirements
17 wherein Plaintiff and Class Members were frequently required to work shifts without being
18 provided lawfully compliant meal and/or rest periods. Due to the work requirements and time
19 constraints imposed on them, Plaintiff and the Class Members frequently had their meal period
20 interrupted and/or were not provided a thirty (30) minute meal period by the end of the fifth hour
21 of their work shifts. Also, for shifts in which Plaintiff worked in excess of ten hours, he was not
22 provided a second 30 minute meal period.

23 15. Plaintiff and the Class Members were frequently required to work without being
24 permitted or authorized a minimum ten (10) minute rest period for every four hours or major
25 fraction thereof worked. Also, for shifts in which Plaintiff worked in excess of ten hours, he was
26 not provided a third rest period. Plaintiff, and on information and belief the Class Members, did
27 not receive one hour of wages for each day that such meal period and rest period violations
28 occurred.

1 16. Defendants set up and enforced schedules, policies, and/or workload requirements
2 wherein Plaintiff and the Class Members were frequently required to perform pre and post shift
3 work for which they did not receive compensation.

4 17. During the relevant time frame, Defendants maintained a series of policies and/or
5 practices that effectively resulted in Non Exempt Employees working off-the-clock, to shorten
6 and/or forego meal and rest periods, and to otherwise work beyond the hours that they were
7 properly compensated for by Defendants. These policies and practices give rise to violations due
8 to failure to pay proper overtime wages owed.

9 18. During the liability period, Plaintiff and the Class Members were required to
10 utilize their personal cell phones in the performance of their job duties. Defendants did not
11 reimburse Plaintiff and, on information and belief, the Class Members for the actual costs of their
12 cell phone use for work related activities. Instead, Defendants paid a small monthly amount of
13 \$25.00 to Plaintiff for his cell phone use which did not equate to a reasonable percentage of his
14 personal cell phone bill. Plaintiff is informed and believes and thereupon alleges that Defendants
15 similarly paid a small monthly amount to the Class Members for the use of their personal cell
16 phones in the performance of their job duties.

17 19. During the liability period, Plaintiff was at times required to use his personal
18 automobile to travel between buildings. Plaintiff was not reimbursed for the use of his
19 automobile in the performance of his job duties either through mileage reimbursement or
20 otherwise Plaintiff is informed and believes and thereupon alleges that Defendant likewise did
21 not reimburse similarly situated Class Members for the use of their personal automobiles in the
22 performance of their job duties.

23 20. On information and belief, Defendants willfully failed to pay all earned wages in a
24 timely manner to Non Exempt Employees; nor has Defendant paid to Non Exempt Employees,
25 upon or after termination of their employment with Defendant, all compensation due, including
26 but not limited to all wages owed and compensation for having failed to properly provide rest
27 periods and meal periods.
28

1 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 currently employ and during the relevant period have employed approximately over one hundred
3 (100) employees in the State of California in non-exempt positions.

4 22. Non-Exempt Employees employed by DOUGLAS EMMETT , at all times
5 pertinent hereto, have been non-exempt employees within the meaning of the California Labor
6 Code, and the implementing rules and regulations of the IWC California Wage Orders.

7 V.

8 **CLASS ACTION ALLEGATIONS**

9 23. Plaintiff seeks to represent a Class comprised of and defined as: All persons
10 who are or were employed by DOUGLAS EMMETT not classified as "Exempt" or primarily
11 employed in executive, professional, or administrative capacities within four (4) years prior to
12 the date this lawsuit is filed ("liability period") until resolution of this lawsuit (collectively
13 referred to as the "Class" and/or Class Members").

14 24. Plaintiff also seeks to represent Subclasses which are composed of persons
15 satisfying the following definitions:

16 a. All persons who are employed by or have been employed by DOUGLAS
17 EMMETT in the State of California who, within the liability period, have worked as Non
18 Exempt Employees and were not accurately and fully paid all lawful wages owed to them
19 including overtime compensation for all their hours worked.

20 b. All persons who are employed by or have been employed by DOUGLAS
21 EMMETT in the State of California who, within the liability period, have worked as Non
22 Exempt Employees and have not been provided an uninterrupted 30 minute meal period when
23 they worked over five hours in a work shift by the end of the fifth hour and/ or a second 30
24 minute meal period when they worked over 10 hours in a shift by the end of the tenth hour and
25 were not provided compensation in lieu thereof;

26 c. All persons who are employed by or have been employed by DOUGLAS
27 EMMETT in the State of California who, within the liability period, have worked as Non
28 Exempt Employees and have not been provided a minimum ten (10) minute rest period for every

1 four (4) hours or major fraction thereof worked per day and were not provided compensation in
2 lieu thereof;

3 d. All persons who are employed by or have been employed by DOUGLAS
4 EMMETT in the State of California who, within the liability period, have worked Non Exempt
5 Employees and utilized their personal cell phones and/or automobiles required in the
6 performance of their job duties without receiving proper reimbursement from Defendants;

7 e. All persons who are employed by or have been employed by DOUGLAS
8 EMMETT in the State of California who, within the liability period, have worked as Non
9 Exempt Employees and who were not timely paid all wages due and owed to them upon the
10 termination of their employment with Defendants; and

11 f. All persons who are employed by or have been employed by DOUGLAS
12 EMMETT in the State of California who, within the liability period, have worked as Non
13 Exempt Employees and who were not provided with accurate and complete itemized wage
14 statements.

15 25. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
16 or modify the class description with greater specificity or further division into subclasses or
17 limitation to particular issues.

18 26. This action has been brought and may properly be maintained as a class action
19 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
20 defined community of interest in the litigation and the proposed Class is easily ascertainable.

21 **A. Numerosity**

22 27. The potential members of the Class as defined are so numerous that joinder of all
23 the members of the Class is impracticable. While the precise number of Class Members has not
24 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
25 and/or during the relevant time period employed, approximately over 100 Non-Exempt
26 Employees in California who are or have been affected by Defendants' unlawful practices as
27 alleged herein.
28

1 **B. Commonality**

2 28. There are questions of law and fact common to the Class predominating over
3 any questions affecting only individual Class Members. These common questions of law and fact
4 include, without limitation:

5 i. Whether Defendants violated Labor Code §§ 510, 1194 and applicable IWC
6 Wage Orders by failing to pay all earned wages including overtime compensation to
7 Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or
8 more than forty (40) hours in a workweek;

9 ii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC
10 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-
11 Exempt Employees on days in which they worked in excess of 5 hours and/or 10 hours
12 and failing to compensate said employees one hour wages in lieu of meal periods;

13 iii. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
14 Wage Orders by failing to provide minimum 10 minute rest periods to Non-Exempt
15 Employees for every four hours or major fraction thereof worked and failing to
16 compensate said employees one hours wages in lieu of rest periods;

17 iv. Whether Defendants violated Labor Code §2802 and applicable IWC Wage
18 Orders for failing to indemnify employees for the expenditures incurred in the
19 performance of their job duties;

20 v. Whether Defendants violated sections 201-203 of the Labor Code by failing to
21 pay all earned wages and/or premium wages due and owing at the time that any Class
22 Members' employment with Defendants terminated;

23 vi. Whether Defendants violated sections 226 of the Labor Code and applicable IWC
24 Wage Orders by failing to, among other violations, maintain accurate records of Non-
25 Exempt Employees' earned wages, work periods, meal periods and deductions;

26 vii. Whether Defendants violated section 17200 *et seq.* of the Business and
27 Professions Code by failing to pay proper minimum and/or overtime wages to Non-
28 Exempt Employees; failing to provide proper rest and/or meal periods and failing to pay

1 compensation in lieu thereof; failing to reimburse employee expenses; failing to pay
2 wages due and owing at the time the employee's employment with Defendants terminated
3 failing to keep accurate records all in violation of Labor Code §§ 201, 202, 203, 204,
4 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders.

5 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
6 Professions Code and Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512,
7 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a
8 violation of fundamental public policy;

9 **C. Typicality**

10 29. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
11 and all members of the Class sustained injuries and damages arising out of and caused by
12 Defendants' common course of conduct in violation of California laws, regulations, and statutes
13 as alleged herein.

14 **D. Adequacy of Representation**

15 30. Plaintiff will fairly and adequately represent and protect the interests of the
16 members of the Class. Counsel who represents Plaintiff is competent and experienced in
17 litigating large employment class actions

18 **E. Superiority of Class Action**

19 31. A class action is superior to other available means for the fair and efficient
20 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
21 questions of law and fact common to the Class predominate over any questions affecting only
22 individual members of the Class. Each member of the Class has been damaged and is entitled to
23 recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

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

28 **VI.**

1 **CAUSES OF ACTION**

2 **First Cause of Action**
3 Failure to Pay Overtime Wages
4 (Lab. Code §§ 510, 1194 1199)
5 (Against All Defendants)

6 33. Plaintiff repeats and incorporates herein by reference each and every allegation set
7 forth above, as though fully set forth herein.

8 34. On During the liability Defendants' policies, practices and work shift
9 requirements resulted in Plaintiff and Non-Exempt Employees work "off the clock" and not
10 receiving compensation for all earned wages including overtime in violation of California state
11 wage and hour laws.

12 35. During the liability Defendants' policies and/or practices resulted in Plaintiff and
13 Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40)
14 hours in a workweek without receiving the proper compensation at the rate of time and one-half
15 (1 1/2) of such employee's regular rate of pay.

16 36. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
17 represent have been deprived of compensation for all earned wages including overtime wages in
18 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and
19 penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

20 37. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
21 described herein and below.

22 **Second Cause of Action**
23 Failure to Provide Lawful Meal Periods
24 Or Compensation in Lieu Thereof
25 (Lab. Code §§226.7, 512, IWC Wage Orders)
26 (Against All Defendants)

27 38. Plaintiff repeats and incorporates herein by reference each and every allegation set
28 forth above, as though fully set forth herein.

39. By their failure to provide 30 minute uninterrupted meal periods by the end of the
fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours

1 and/or failing to provide a second 30 minute uninterrupted meal period for days in which the Non
2 Exempt Employees worked shifts in excess of 10 hours and failing to provide compensation for
3 such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code
4 §512 and applicable IWC Wage Orders.

5 40. By failing to record and maintain adequate and accurate time records according to
6 sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
7 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
8 and Class Members.

9 41. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
10 represent have been deprived of premium wages in amounts to be determined at trial, and are
11 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
12 §226.7.

13 42. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
14 described herein and below.

15 **Third Cause of Action**
16 Failure to Provide Rest Periods
17 Or Compensation in Lieu Thereof
18 (Lab. Code §§226.7, IWC Wage Orders)
19 (Against All Defendants)

20 43. Plaintiff repeats and incorporates herein by reference each and every allegation set
21 forth above, as though fully set forth herein.

22 44. By their failure to provide a minimum ten (10) minute rest period for every four
23 hours or major fraction thereof worked per day by Non Exempt Employees, and failing to
24 provide compensation for such non-provided rest periods, as alleged above, Defendants willfully
25 violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

26 45. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
27 represent have been deprived of premium wages in amounts to be determined at trial, and are
28 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
§226.7.

1 46. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
2 described herein and below.

3 **Fourth Cause of Action**
4 Failure to Reimburse Employee Expenses
5 (Lab. Code § 2802)
6 (Against All Defendants)

7 47. Plaintiff repeats and incorporates herein by reference each and every allegation set
8 forth above, as though fully set forth herein.

9 48. By their policy of requiring that Non Exempt Employees use their personal cell
10 phones and/or automobiles necessary to the performance of their job without proper
11 reimbursement, Defendant willfully violated the provisions of Lab. Code § 2802 IWC Wage
12 Order 5.

13 49. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
14 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
15 fees, and costs, under Labor Code§ 2802 and IWC Wage Order 5.

16 50. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
17 described herein and below.

18 **Fifth Cause of Action**
19 Failure to Timely Pay Wages Due At Termination
20 (Lab. Code §§ 201-203)
21 (Against All Defendants)

22 51. Plaintiff repeats and incorporates herein by reference each and every allegation set
23 forth above, as though fully set forth herein..

24 52. Sections 201 and 202 of the California Labor Code require Defendants to pay its
25 employees all wages due within 72 hours of termination of employment. Section 203 of the
26 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
27 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
28 full or an action is commenced. The penalty cannot exceed 30 days of wages.

53. Affected class members are entitled to compensation for all forms of wages
earned, including overtime compensation and compensation for non provided rest and meal

1 periods but to date have not received such compensation therefore entitling them Labor Code
2 section 203 penalties.

3 54. More than 30 days have passed since Plaintiff and affected Class Members have
4 left Defendants' employ, and on information and belief, have not received payment pursuant to
5 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
6 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
7 section 203 for failure to pay legal wages.

8 55. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
9 described herein and below.

10 **Sixth Cause of Action**
11 **Knowing and Intentional Failure to Comply With Itemized Employee**
12 **Wage Statement Provisions**
13 **(Lab. Code § 226(b))**
14 **(Against All Defendants)**

15 56. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 57. Section 226(a) of the California Labor Code requires Defendants to itemize in
18 wage statements all deductions from payment of wages and to accurately report total hours
19 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
20 Defendants to maintain time records showing, among others, when the employee begins and ends
21 each work period, meal periods, split shift intervals and total daily hours worked in an itemized
22 wage statement, and must show all deductions and reimbursements from payment of wages, and
23 accurately report total hours worked by Plaintiff and the members of the proposed class. On
24 information and belief, Defendants have failed to record all or some of the items delineated in
25 Industrial Wage Orders and Labor Code §226

26 58. Plaintiff and Class Members have been injured by Defendants' actions by
27 rendering them unaware of the full compensation to which they were entitled under applicable
28 provisions of the California Labor Code and applicable IWC Wage Orders.

1 59. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
2 maximum of \$4,000.00 each for record-keeping violations.

3 60. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
4 described herein and below.

5 **Seventh Cause of Action**
6 Violation of Unfair Competition Law
7 (Bus. & Prof. Code, §§ 17200-17208)
8 (Against All Defendants)

9 61. Plaintiff repeats and incorporates herein by reference each and every allegation set
10 forth above, as though fully set forth herein.

11 62. On information and belief, Defendants engaged in unlawful activity prohibited by
12 Business and Professions Code section 17200 *et seq.* by their policy of:

13 i. requiring Non- Exempt Employees to work in excess of eight (8) hours in a
14 workday and/or forty (40) hours in a workweek without proper overtime compensation;

15 ii. failing to provide compliant meal periods to its Non Exempt Employees or
16 provide compensation in lieu thereof;

17 iv. failing to provide compliant rest periods to its Non Exempt Employees or provide
18 compensation in lieu thereof;

19 v. failing to reimburse expenses incurred by Non Exempt Employees in the
20 performance of their job duties;

21 vi. failing to provide all earned wages due to its non exempt employees upon their
22 termination and/or resignation;

23 63. The actions of Defendants, as alleged within this Complaint, constitute false,
24 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
25 Business and Professions Code section 17200, *et seq.*

26 64. Plaintiff and Class Members have been personally aggrieved by Defendants'
27 unlawful and unfair business acts and practices alleged herein.

28 65. As a direct and proximate result of the unfair business practices of Defendants, and
each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled

1 to restitution of all wages which have been unlawfully withheld from Plaintiff and members of
2 the Plaintiff Class as a result of the business acts and practices described herein.

3 66. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
4 described herein and below.

5 **VII.**

6 **PRAYER**

7 WHEREFORE, Plaintiff prays for judgment as follows:

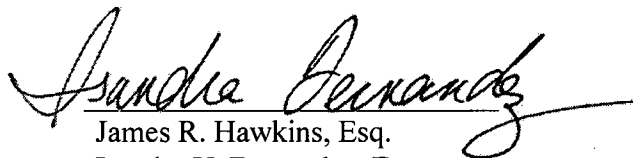
- 8 1. That the Court determine that this action may be maintained as a class action;
9 2. For compensatory damages in an amount according to proof with interest thereon;
10 3. For economic and/or special damages in an amount according to proof with interest
11 thereon;
12 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
13 5. For premium pay and penalties pursuant to Labor Code §§203, 558;
14 6. For attorneys' fees, interests and costs of suit under Labor Code §§1194,2802
15 7. For such other and further relief as the Court deems just and proper.

16
17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
19

20
21 **Dated: May 10, 2018**

JAMES HAWKINS, APLC

22
23 

24 James R. Hawkins, Esq.
25 Isandra Y. Fernandez, Esq.
26 Attorneys for Plaintiff
27 ANTHONY W. FORD
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): James R. Hawkins, Esq. SBN 192925 Isandra Fernandez, Esq. SBN 220482 JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 TELEPHONE NO: 949-387-7200 FAX NO: 949-387-6676 ATTORNEY FOR (Name): ANTHONY W. FORD

FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles MAY 10 2018 Sherri R. Carter, Executive Officer/Clerk of Court By Britny Smith Deputy Britny Smith

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk

CASE NAME: ANTHONY W FORD v. DOUGLAS EMMETT MANAGEMENT, LLC

CIVIL CASE COVER SHEET [X] 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 705955 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, Contract, Provisionally Complex Civil Litigation, Other PI/PD/WD, Real Property, Enforcement of Judgment, Employment, Unlawful Detainer, Miscellaneous Civil Complaint, Judicial Review, Miscellaneous Civil Petition.

2. This case [X] 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. [] Large number of separately represented parties; b. [X] Extensive motion practice raising difficult or novel issues; c. [X] Substantial amount of documentary evidence; d. [X] Large number of witnesses; e. [] Coordination with related actions pending in one or more courts; f. [X] Substantial postjudgment judicial supervision.

3. Remedies sought (check all that apply): a. [X] monetary; b. [] nonmonetary, declaratory or injunctive relief; c. [] punitive. 4. Number of causes of action (specify): 7. 5. This case [X] 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: May 10, 2018 Isandra Fernandez, Esq. (TYPE OR PRINT NAME)

[Signature of Isandra Fernandez] (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.

05/11/2018

FILED

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
 - Other Non-PI/PD/WD Tort (35)
- Employment
 - Wrongful Termination (36)
 - Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
 - Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
 - Declaratory Relief Only
 - Injunctive Relief Only *(non-harassment)*
 - Mechanics Lien
 - Other Commercial Complaint Case *(non-tort/non-complex)*
 - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

05/11/2018

ORIGINAL

SHORT TITLE: FORD v. DOUGLAS EMMETT MANAGEMENT, LLC.

CASE NUMBER BC 705955

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 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
- 2. Permissive filing in central district.
- 3. Location where cause of action arose.
- 4. Mandatory personal injury filing in North District.
- 5. Location where performance required or defendant resides.
- 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.
- 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).



Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A8070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

05/11/2018

SHORT TITLE: FORD v. DOUGLAS EMMETT MANAGEMENT, LLC.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 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	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
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	5, 6, 11
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11
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, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
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-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

05/11/2018

SHORT TITLE: FORD v. DOUGLAS EMMETT MANAGEMENT, LLC.

CASE NUMBER

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

05/11/2018

SHORT TITLE: FORD v. DOUGLAS EMMETT MANAGEMENT, LLC.	CASE NUMBER
--	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS:
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: May 10, 2018

Isandra Bernande
 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.

05/11/2018