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7 INC.

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

10
11 RICARDO ROMO, on behalf of
12 himself and on behalf of a Class of all
other persons similarly situated,

13 Plaintiff,

14 v.

15 CBRE GROUP, INC., a Delaware
16 Corporation; and DOES 1 through 100,
inclusive,

17 Defendants.

Case No: 8:18-CV-237

[Orange County Superior Court Case
No. 30-2017-00945702-CU-OE-CXC]

**DEFENDANT CBRE GROUP,
INC.’S NOTICE OF REMOVAL
PURSUANT TO 28 U.S.C. 1331 AND
1441(a) (FEDERAL QUESTION
JURISDICTION)**

*[Filed concurrently with Notice of
Interested Parties]*

Complaint Filed: September 22, 2017
FAC Filed: December 4, 2017
Trial Date: None

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24 **TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL**
25 **DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, AND TO**
26 **PLAINTIFF AND HIS COUNSEL OF RECORD:**
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1 **TIMELINESS OF REMOVAL**

2 3. On January 10, 2018, pursuant to an agreement between the parties,
3 CBRE returned a signed Notice and Acknowledgement of Receipt of the Summons
4 and FAC, and service was effectuated as of this date. Cal. Code Civ. Proc. §415.30.
5 A true and correct copy of the completed notice of acknowledgement and receipt is
6 attached hereto as **Exhibit C**.

7 4. This Notice of Removal is timely as it is filed within thirty (30) days of
8 the first receipt by a defendant of a copy of a paper (in this case, the FAC) that
9 revealed this case was properly removable. 28 U.S.C. § 1446(b).

10 **FEDERAL QUESTION JURISDICTION**

11 **BASED ON 29 U.S.C. §§201 et seq.**

12 5. This Court has original jurisdiction under 28 U.S.C. § 1331 over
13 Plaintiff’s claims in the FAC, and thus this case may be removed pursuant to 28
14 U.S.C. § 1441(a), in that it is a civil action that presents a federal question.

15 6. Federal courts have original federal question jurisdiction over actions
16 “arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. §
17 1331. Plaintiff has filed this action as a FLSA collective action. As his first cause
18 of action, Plaintiff alleges that CBRE violated the FLSA and 29 U.S.C. §§ 201 *et*
19 *seq.*, because CBRE failed to pay Plaintiff and similarly situated employees
20 minimum wages and overtime wages and failed to properly record, report and
21 preserve accurate records of all hours worked.¹

22 7. Plaintiff alleges he was employed with CBRE as a non-exempt
23 maintenance and janitorial employee.² Plaintiff alleges that he and proposed class
24 and collective action members were forced to work off-the-clock, were sometimes
25 required to remain on-call during times when they were not being paid, were

26 _____
27 ¹ FAC ¶¶ 36-45.

28 ² FAC ¶ 5.

1 required to work during their breaks, and were asked to work over forty hours in a
2 work week without being paid overtime.³ Plaintiff further alleges that CBRE
3 maintained a company policy to limit and discourage overtime and require approval
4 without adjusting work requirements, and that employee pay records did not
5 accurately reflect all hours worked, which resulted in Plaintiff and proposed class
6 and FLSA collective action members working “substantial regular and overtime
7 hours” during their employment, for which they were not compensated.⁴

8 8. Since Plaintiff’s claims arise in part from the laws of the United States,
9 and an alleged violations of the FLSA, this Court has original jurisdiction over this
10 action.

11 **SUPPLEMENTAL JURISDICTION**

12 9. Under 28 U.S.C. § 1367(a), this Court has supplemental jurisdiction
13 over Plaintiff’s state law causes of action, most of which are predicated on and
14 related to CBRE’s claim for alleged failure to pay overtime and minimum wages
15 under the FLSA. Indeed, Plaintiff’s state law causes of action rely on the same
16 factual allegations, which support Plaintiff’s FLSA claim.⁵ Plaintiff’s state law
17 causes of action are so related to the federal claim, so as to form part of the same
18 case or controversy under Article III of the United States Constitution.

19 **VENUE**

20 10. Venue lies in the Central District of California, Southern Division,
21 pursuant to 28 U.S.C. Section 1441, 1446(a), and 84(c)(3). This action originally
22 was brought in the Superior Court of the State of California, County of Orange –
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26 ³ FAC ¶¶12-14.

27 ⁴ FAC ¶¶12-14, 36-45.

28 ⁵ FAC ¶¶11-22; *see generally* FAC.

1 Complex Civil Center, and Plaintiff alleges he worked for CBRE in the County of
2 Orange, California.⁶

3 **NOTICE OF REMOVAL**

4 11. This Notice of Removal will be promptly served on Plaintiff and filed
5 with the Clerk of the Superior Court of the State of California in and for the County
6 of Orange.

7 12. In compliance with 28 U.S.C. § 1446(a), true and correct copies of all
8 “process, pleadings, and orders” from the state court action served on CBRE or filed
9 by CBRE are attached hereto as the following exhibits, including the original
10 Complaint and related Summons, class action 17200 questionnaire, and civil case
11 cover sheet (**Exhibit A**), the FAC and related Summons, (**Exhibit B**), the completed
12 Notice and Acknowledgement of Receipt of the FAC and Summons (**Exhibit C**),
13 the notice of case assignment to Judge William Claster (**Exhibit D**), the Court’s case
14 management order and certificate of mailing (**Exhibit E**), Plaintiff’s Peremptory
15 Challenge as to Judge Claster (**Exhibit F**), Notice of the Court’s ruling as to
16 Plaintiff’s Peremptory Challenge (**Exhibit G**), CBRE’s Peremptory Challenge as to
17 Judge Kim Dunning (**Exhibit H**), the minute order as to CBRE’s Peremptory
18 Challenge (**Exhibit I**), and CBRE’s Answer to Plaintiff’s FAC (**Exhibit J**).

19 **WHEREFORE**, CBRE requests that the above action pending before the
20 Superior Court of the State of California for the County of Orange be removed to
21 the United States District Court for the Central District of California, Southern
22 Division.

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⁶ FAC ¶5.

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Dated: February 9, 2018 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By



DEREK R. HAVEL
CASSIDY M. ENGLISH
LIMORE TORBATI

Attorneys for Defendant
CBRE GROUP, INC.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 333 South Hope Street, 43rd Floor, Los Angeles, CA 90071-1422.

On February 9, 2018, I served true copies of the following document(s) described as **DEFENDANT CBRE GROUP, INC.'S NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. 1331 AND 1441(a) (FEDERAL QUESTION JURISDICTION)** on the interested parties in this action as follows:

**Richard E. Quintilone II, Esq.
George A. Aloupas, Esq.
Quintilone & Associates
22974 El Toro Road, Suite 100
Lake Forest. CA 92630-4961**

**Roger R. Carter, Esq.
Bianca A. Sofonio, Esq.
THE CARTER LAW FIRM
23 Corporate Plaza, Suite 150
Newport Beach. CA 92660**

**Marc H. Phelps, Esq.
THE PHELPS LAW GROUP
23 Corporate Plaza, Suite 150
Newport Beach. CA 92660**

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred.

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

Executed on February 9, 2018, at Los Angeles, California.



Gino M. Pasquale

EXHIBIT A

ELECTRONICALLY FILED

Superior Court of California,
County of Orange

09/22/2017 at 08:21:15 PM

Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

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10 Attorneys for Plaintiff, RICARDO ROMO on behalf of himself and on behalf of a Class of all other
11 persons similarly situated.

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF ORANGE – COMPLEX CIVIL**

14 RICARDO ROMO, on behalf of himself and on
15 behalf of a Class of all other persons similarly
16 situated

17 Plaintiff,

18 vs.

19 CBRE GROUP, INC., a Delaware Corporation;
20 and DOES 1 through 100, inclusive,

21 Defendants.

Case No.: 30-2017-00945702-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:

Hon. Judge William Claster

Dept.: CX-102

CLASS ACTION COMPLAINT FOR:

1. **FAILURE TO PAY WAGES UNDER THE FLSA [29 USC §§ 206, 207];**
2. **FAILURE TO PAY OVERTIME COMPENSATION;**
3. **FAILURE TO PROVIDE MEAL PERIODS;**
4. **FAILURE TO PROVIDE REST PERIODS;**
5. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
6. **FAILURE TO PAY WAGES FOR HOURS WORKED;**
7. **FAILURE TO PAY WAGES DUE AND PAYABLE TWICE MONTHLY**
8. **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT; and**
9. **UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 All allegations in this Class Action Complaint are based upon information and belief except
2 for those allegations, which pertain to the PLAINTIFF and his counsel. Each allegation in this
3 Complaint either has evidentiary support or is likely to have evidentiary support after discovery.
4 PLAINTIFF RICARDO ROMO (“Plaintiff”), on behalf of himself and all others similarly situated,
5 complains of DEFENDANTS, and each of them, and for causes of action in this Class Action
6 Complaint alleges:

7 **1. INTRODUCTION**

8 1. This is a class action, pursuant to California Code of Civil Procedure § 382, and an
9 FLSA collective action under 29 U.S.C. §§ 206 and 207, on behalf of Plaintiff and all non-exempt
10 employees employed by, or formerly employed by, CBRE GROUP, INC., a Delaware Corporation;
11 and DOES 1 through 100 (collectively “Defendants”), within the State of California. These non-
12 exempt employees who are employed by, or who were formerly employed by, Defendants within the
13 State of California are hereinafter referred to individually as “Class Members” and collectively as the
14 “Class” or “Classes.”

15 2. For at least four years prior to the filing of this action and through to the present
16 (“relevant time period” or “liability period”), Defendants consistently maintained and enforced
17 against Defendants’ non-exempt employees the below addressed unlawful practices and policies, in
18 violation of California state wage and hour laws, including:

19 (a) During the relevant time period, Defendants had a consistent policy of
20 requiring employees to work more than eight (8) hours in any given day and/or
21 more than forty (40) hours in any given week, and of not paying them all
22 overtime compensation pursuant to applicable California Labor Code
23 requirements and under the FLSA;

24 (b) During the relevant time period, Defendants had a consistent policy of
25 requiring Class Members within the State of California, including Plaintiff, to
26 work at least five (5) hours without a lawful meal period, including without a
27 second meal period on shifts over ten (10) hours, and failing to pay such
28 employees one (1) hour of pay at the employees’ regular rate of compensation

1 for each workday that the meal period is not provided, as required by
2 California state wage and hour laws.

3 (c) During the relevant time period, Defendants have had a consistent policy of
4 failing to provide Class Members within the State of California, including
5 Plaintiff, rest periods of at least (10) minutes per three and a half (3.5) hours
6 worked or major fraction thereof and failing to pay such employees one (1)
7 hour of pay at the employees' regular rate of compensation for each workday
8 that the rest period is not provided, as required by California state wage and
9 hour laws.

10 (d) With respect to Class Members who either were discharged, laid off, or
11 resigned, during the relevant time period, Defendants failed to pay them in
12 accordance with the requirements of Labor Code §§ 201, 202, 203; and

13 (e) During the relevant time period, Defendants failed to maintain accurate records
14 of Class Members' earned wages and work periods as evidenced by
15 Defendants' failure to keep adequate records of when meal periods were taken.

16 3. Plaintiff, on behalf of himself and all other Class Members, brings this action pursuant
17 to California Labor Code §§ 201, 202, 203, 204, 218, 218.6, 226, 226.7, 510, 511, 512, 1174, 1194,
18 1197, 1197.1, 1199, and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking
19 unpaid overtime, meal and rest period compensation, penalties, injunctive, and other equitable relief,
20 and reasonable attorneys' fees and costs.

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

24 **2. PARTIES**

25 **A. Plaintiff**

26 5. Plaintiff RICARDO ROMO, at the relevant times, was and is a resident of California.
27 Plaintiff was employed in Costa Mesa, California by Defendants at their one of their production,
28 manufacturing, and distribution facilities in Orange County as a non-exempt maintenance and

1 janitorial employee, and consistently worked more than eight (8) hours a day at Defendants' behest
2 without being paid all wages due. More specifically, Plaintiff and the other similarly situated Class
3 Members were employed by Defendants and worked at Defendants' locations, offices and facilities
4 throughout Orange County and California. Plaintiff was actively employed by Defendants from **May**
5 **of 2015** through being placed on leave on **September 26, 2016**, and (1) shared similar job duties and
6 responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar
7 violations at the hands of Defendants as the other Class Members who served in similar and related
8 positions.

9 6. Defendants failed to record accurate time worked by these employees, and provided
10 Plaintiff and the Class Members with inaccurate wage statements that prevented Plaintiff and the
11 Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and
12 the Class with lawful meal and rest periods, as employees were not provided with the opportunity to
13 take uninterrupted and duty-free rest periods and meal breaks as required by the Labor Code.

14 **B. Defendants**

15 7. CBRE GROUP, INC., a Delaware Corporation; and DOES 1 through 100
16 (collectively "Defendants"), do business within the State of California. Defendant CBRE GROUP,
17 INC. does business throughout the United States and claims to be the world's largest real estate
18 services provider, with a preeminent leadership position in virtually all key business centers
19 globally. It is registered to do business in California and lists a principal office in Los Angeles, but
20 Plaintiff was employed based out of manufacturing, production, and distribution facilities in Orange
21 County. Defendants provide services and products and employ non-exempt hourly employees
22 throughout the State of California in connection with property management and construction
23 operations, including non-exempt employees, and so through their offices in Orange County and
24 throughout California.

25 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
26 of Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to Plaintiff, who
27 therefore sues Defendants by such fictitious names under California Code of Civil Procedure § 474.
28 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated

1 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein.
2 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
3 the Defendants designated hereinafter as DOES when such identities become known.

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

9 10. Venue as to each Defendant is proper in this judicial district, pursuant to California
10 Code of Civil Procedure § 395. On information and belief, Defendants CBRE GROUP, INC. and
11 DOES 1-100 operate and are doing business in Orange County, and each Defendant is within the
12 jurisdiction of this Court. The unlawful acts alleged herein have had a direct effect on Plaintiff and
13 those similarly situated within the State of California and Orange County. Defendants employ
14 numerous Class Members in Orange County and throughout the State of California.

15 **3. FACTUAL BACKGROUND**

16 11. Plaintiff and the Class Members are, and at all times pertinent hereto have been, non-
17 exempt employees within the meaning of the California Labor Code and the implementing rules and
18 regulations of IWC California Wage Orders. Defendants hire facility maintenance, production and
19 operations related employees, and other non-exempt employees, who work in non-exempt positions at
20 the direction of Defendants in the State of California.

21 12. During the course of Plaintiff and the Class Members' employment with Defendants,
22 they were not paid all wages they were owed, including for all work performed (resulting in "off the
23 clock" work) and for all overtime hours worked and were forced to work off-the-clock, and some
24 were required to otherwise remain on-call during times when they were not being paid by Defendants.
25 Plaintiff and the Class Members were sometimes asked to work shifts over eight (8) hours and to
26 work over forty (40) hours in a work week, and it was company policy to limit and discourage
27 overtime and require approval for it without accordingly adjusting work requirements, which led to
28 systematic off the clock work by the Class. Although Plaintiff and the Class Members were paid bi-

1 weekly by Defendants, these required records did not accurately reflect all regular and overtime hours
2 that Plaintiff and the Class Members worked, including because they were required by Defendants to
3 perform required work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and
4 the Class Members worked substantial regular and overtime hours during their employment with
5 Defendants for which they were not compensated, in violation of the California Labor Code and the
6 Fair Labor Standards Act, including 29 USC §§ 206, 207.

7 13. As a matter of uniform Company policy, Plaintiff and the Class Members were
8 required to work off the clock, including by requiring some employees to remain “on-call” to respond
9 to work demands on scheduled days off or when they were otherwise not on the clock, and Class
10 Members were required to work both during required breaks and before and after their work shifts
11 when they were off the clock, for which they were not fully compensated by Defendants in violation
12 of the California Labor Code and the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§
13 201 *et seq.* Plaintiff and the Class Members were also not paid regular wages and overtime for the
14 time they were required to comply with other requirements imposed upon them, which they had to
15 complete while off-duty and without compensation.

16 14. As a result of these requirements to work off the clock, the daily work demands and
17 pressures to work through breaks, and the other wage violations they endured at Defendants’ hands,
18 Plaintiff and the Class Members were not properly paid for all wages earned and for all wages when
19 working more than eight (8) hours in any given day and/or more than forty (40) hours in any given
20 week. As a result of Defendants’ unlawful policies and practices, Plaintiff and Class Members were
21 required to work more than eight hours on most work days and worked more than 40 hours in each of
22 their work weeks, thus consistently incurring overtime hours worked, but Plaintiff estimates they
23 were not paid by Defendants for at least 2-3 hours of overtime per week.

24 15. However, Defendants followed a policy and practice of further denying overtime
25 payments to Plaintiff and the Class Members at an overtime rate of 1.5 times the regular rate for the
26 first eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2
27 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
28 required under the Labor Code and applicable IWC Wage Orders.

1 16. Plaintiff and the Class Members were forced to meet the needs of Defendants'
2 customers and their managers, and could not be relieved to take breaks, or were required to remain
3 on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the
4 opportunity to take required breaks due to Defendants' policies and practices and the work demands
5 placed upon the Class Members. Defendants also implemented terse and facially non-compliant
6 break policies by not accurately articulating all relevant requirements, including as to rest periods,
7 and by failing to address second meal periods on shifts over ten hours. On the occasions when
8 Plaintiff and the Class Members were provided with a meal period, it was often untimely or
9 interrupted, as they were required to respond to work demands, and they were not provided with one
10 (1) hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the following
11 manners:

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

24 17. Plaintiff and the Defendants' non-exempt employees were also not authorized and
25 permitted to take lawful rest periods, were often asked by Defendants to work through or during
26 breaks, and were not provided with one (1) hour's wages in lieu thereof. Rest period violations
27 therefore arose in one or more of the following manners:

- 1 (a) Class Members were required to work without being provided a minimum ten
2 minute rest period for every three and a half (3.5) hours or major fraction
3 thereof worked and were not compensated one (1) hour of pay at their regular
4 rate of compensation for each workday that a rest period was not provided;
- 5 (b) Class Members were not authorized and permitted to take timely rest periods
6 for every four hours worked, or major fraction thereof; and
- 7 (c) Class Members were restricted in their ability to take their full ten (10) minutes
8 net rest time or were otherwise not provided with duty-free rest periods.

9 18. As a result of these illegal policies and practices, Defendants engaged in and enforced
10 the following additional unlawful practices and policies against Plaintiff and the Class Members he
11 seeks to represent:

- 12 (a) failing to pay all wages owed to Class Members who either were discharged,
13 laid off, or resigned in accordance with the requirements of Labor Code §§
14 201, 202, 203;
- 15 (b) failing to pay all wages owed to the Class Members twice monthly in
16 accordance with the requirements of Labor Code § 204;
- 17 (c) failing to pay Class Members all wages owed, including all meal and rest
18 period premium wages; and
- 19 (d) failing to maintain accurate records of Class Members' earned wages and meal
20 periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the
21 applicable IWC Wage Orders.

22 19. Defendants have made it difficult to account with precision for the unlawfully
23 withheld meal and rest period compensation owed to Plaintiff and the Class, during the liability
24 period, because they did not implement and preserve a record-keeping method as required for non-
25 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
26 California Wage Orders. Upon information and belief, time clock punches were not maintained, or
27 were not accurately maintained, for work shifts and meal periods, and were automatically presumed
28 by Defendants to have been lawfully provided when they were not. Defendants also failed to

1 accurately record and pay for all overtime hours worked and submitted by Plaintiff and the Class
2 Members. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
3 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with
4 the appropriate applicable rates, among others requirements. Plaintiff and Class Members are
5 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §
6 226(b).

7 20. Defendants have failed to comply with paragraph 7 of the applicable California IWC
8 Wage Orders by failing to maintain time records showing when the employee begins and ends each
9 work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours
10 worked by itemizing in wage statements all deductions from payment of wages and accurately
11 reporting total hours worked by the Class Members.

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

14 22. **The Fair Labor Standards Act:** The FAIR LABOR STANDARDS ACT OF 1938, as
15 amended, 29 U.S.C. §§ 201 *et seq.* (hereinafter referred to as "FLSA"), provides for minimum
16 standards for both wages and overtime entitlement, and details administrative procedures by which
17 covered work time must be compensated. The enactment of the provisions of the FLSA provide the
18 Courts with substantial authority to stamp out abuses and enforce the minimum wage and overtime
19 pay provisions at issue in this Complaint. According to Congressional findings, the existence of
20 Labor conditions detrimental to the maintenance of the minimum standard of living engenders unfair
21 commercial competition, labor disputes, and barriers to commerce and the free flow of goods in
22 commerce, and interferes with the orderly and fair marketing of goods.

23 **4. CLASS ALLEGATIONS**

24 23. Plaintiff brings this action on behalf of himself and all others similarly situated as a
25 class action pursuant to California Code of Civil Procedure § 382. Plaintiff seeks to represent a Class
26 composed of and defined as:
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1 **All persons who are employed or have been employed by Defendants in the State of**
2 **California who, during any time from four years prior to the filing of this class action to**
3 **the present, have worked as non-exempt employees.**

4 Further, Plaintiff seeks to represent the following subclasses composed of and defined as
5 follows:

- 6 (a) **Subclass 1.1. Overtime Subclass.** All Class Members who
7 worked more than eight (8) hours in a day and/or forty (40)
8 hours in any given week and who were not paid overtime
9 compensation pursuant to the Labor Code and applicable IWC
10 Wage Order requirements.
11 (b) **Subclass 1.2. On-Call Subclass.** All Class Members who
12 were not compensated for overtime hours they worked when
13 they were required to be on-call and available to respond to
14 work demands placed upon them by Defendants.
15 (c) **Subclass 2. Meal Break Subclass.** All Class Members who
16 have not been provided a meal period for every five (5) hours
17 or major fraction thereof worked per day, and were not
18 provided one (1) hour's pay for each day on which such meal
19 period was not provided pursuant to Labor Code § 226.7 and §
20 512.
21 (d) **Subclass 3. Rest Period Subclass.** All Class Members who
22 have not been provided a rest period for every three and a half
23 (3.5) hours or major fraction thereof worked per day, and were
24 not provided compensation of one (1) hour's pay for each day
25 on which such rest period was not provided pursuant to Labor
26 Code § 226.7 and § 512.
27 (e) **Subclass 4. Paystub Subclass.** All Class Members who were
28 not provided an itemized wage statement accurately showing
(1) gross wages earned, (2) total hours worked by the
employee, (3) the number of piece-rate units earned and any
applicable piece rate for Class Members paid on a piece-rate
basis, (4) all deductions, (5) net wages earned, (6) the inclusive
dates of the period for which the employee is paid, (7) the
name of the employee and only the last four digits of his or
him social security number or an employee identification
number other than a social security number, (8) the name and
address of the legal entity that is the employer and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by
the employee pursuant to Labor Code § 226.

- 1 (f) **Subclass 5. Wage Payment Subclass.** All Class Members
2 who were not provided all straight time wages earned pursuant
3 to the Labor Code and applicable IWC Wage Orders.
4 (g) **Subclass 6. Twice Monthly Pay Subclass.** All Class
5 Members who were not paid twice monthly in accordance with
6 Labor Code § 204.
7 (h) **Subclass 7. Termination Pay Subclass.** All Class Members
8 who were not provided all wages due upon termination or
9 resignation pursuant to Labor Code §§ 200 through 203.
10 (i) **Subclass 8. B&P Code § 17200 Subclass.** All Class
11 Members who were subjected to Defendants' unlawful, unfair
12 or fraudulent business acts or practices in the form of Labor
13 Code violations regarding overtime, meal periods, rest periods,
14 expense reimbursement or minimum wages and/or waiting
15 time penalties.

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

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

22 **A. Numerosity**

23 26. The potential members of each Class as defined are so numerous that joinder of all the
24 members of the Class is impracticable. Plaintiff estimates there are at least several hundred Class
25 Members, and possibly several thousand, which is sufficient to satisfy the numerosity requirement.
26 While the precise number of Class Members has not been determined at this time, Plaintiff is
27 informed and believes that Defendants currently employ, and during the relevant time periods
28 employed, sufficiently numerous employees in positions as Defendants' non-exempt employees in
California, who are or have been affected by Defendants' unlawful practices as alleged herein.

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

1 **B. Commonality**

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

- 5 (a) Whether Defendants violated Labor Code §§ 226.7 and 512, section 4 of the
6 IWC Wage Orders, and Cal. Code Regs., Title 8, section 11000 *et seq.* by
7 failing to provide a meal period to non-exempt employees on days they worked
8 work periods in excess of five (5) hours and failing to compensate said
9 employees one (1) hour's wages in lieu of meal periods;
- 10 (b) Whether Defendants violated Labor Code § 226.7 and the IWC Wage Orders,
11 and Cal. Code Regs., Title 8, section 11000 *et seq.* by failing to authorize and
12 permit all daily ten (10) minute rest periods to non-exempt employees for
13 every three and a half (3.5) hours and/or 7 hours or major fraction thereof
14 worked and failing to compensate said employees one (1) hour's wages in lieu
15 of rest periods;
- 16 (c) Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
17 Orders by failing to maintain accurate records of Class Members' earned
18 wages and work periods;
- 19 (d) Whether Defendants violated Labor Code § 1194 by failing to compensate all
20 employees during the relevant time period for all hours worked, whether
21 regular or overtime;
- 22 (e) Whether Defendants violated Business and Professions Code § 17200 *et seq.*
23 by failing to provide meal and rest periods without compensating non-exempt
24 employees one (1) hour's pay for every day such periods were not provided,
25 failing to pay compensation for denied meal and rest periods due and owing at
26 the time a Class Member's employment with Defendants terminated, and
27 failing to keep accurate records;
- 28

1 (f) Whether Defendants violated § 17200 *et seq.* of the Business and Professions
2 Code, Labor Code §§ 201-203, 204, 226.7, 512, 1174, and applicable IWC
3 Wage Orders, which constitutes a violation of fundamental public policy;

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

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

8 **C. Typicality**

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

13 **D. Adequacy of Representation**

14 30. Plaintiff will fairly and adequately represent and protect the interests of the members
15 of each Class. Plaintiff's counsel are competent and highly experienced in litigating large
16 employment class actions.

17 **E. Superiority of Class Action**

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

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

27 33. Class Plaintiff contemplates the eventual issuance of notice to the proposed Class
28 Members of each Plaintiff Classes that would set forth the subject and nature of the instant action.

1 The Defendants' own business records can be utilized for assistance in the preparation and issuance
2 of the contemplated notices. To the extent that any further notice is required additional media and/or
3 mailings can be used.

4 **5. DELAYED DISCOVERY**

5 34. Defendants, as a prospective and actual employer of non-exempt, hourly employees,
6 had a special fiduciary duty to disclose to prospective Plaintiff Classes the true facts surrounding
7 Defendants' pay practices, policies and working conditions imposed upon non-exempt, hourly
8 employees as well as the effect of any alleged arbitration agreements that may have been forced upon
9 them. In addition, upon information and belief, Defendants knew they possessed special knowledge
10 about pay practices and policies, most notably intentionally refusing to pay overtime and straight time
11 hours actually worked and recorded on Defendants' timekeeping records and the consequence of the
12 alleged arbitration agreements on the employees and class as a whole.

13 35. Plaintiff and Plaintiff Classes did not discover the fact that they were entitled to all pay
14 under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion
15 about Plaintiffs and the Class' waiver of their Constitutional rights of trial by jury, right to
16 collectively organize and oppose unlawful pay practices under California and federal law as well as
17 obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes
18 of limitation were tolled until such time as Plaintiffs discovered their claims.

19 **FIRST CAUSE OF ACTION**

20 **FOR FAILURE TO PAY WAGES UNDER THE FLSA**

21 **[FLSA 29 USC §§ 203, 206, 207]**

22 **(Against All Defendants)**

23 36. Plaintiff and the members of the Class (and subclasses) and the FLSA collective re-
24 allege and incorporate by reference all of the allegations in the preceding paragraphs of this complaint
25 as though fully set forth herein.

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

28 38. Plaintiff is informed and believes, and thereon alleges, that Defendants have required

1 the Plaintiff and FLSA collective employees as part of their employment to work off the clock and for
2 less than minimum wage under 29 U.S.C. § 206(a)(1). That Section provides the following:

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

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

9 39. Plaintiff is informed and believes, and thereon alleges, that Defendants required
10 Plaintiff and requires the FLSA collective employees to work without overtime in excess of the forty
11 (40) hours per week maximum under 29 U.S.C. § 207(a)(I). That Section provides the following:

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

16 40. In the performance of their duties for Defendants, members of the FLSA collective
17 employees often did work off the clock and over forty (40) hours per week and did not receive
18 minimum wages and overtime compensation for the work, labor and services they provided to
19 Defendants, as required by the FLSA, 29 U.S.C. §§ 206 and 207.

20 41. The precise amount of unpaid wages and unpaid overtime hours will be proven at trial.

21 42. The FLSA also imposes a record-keeping requirement on employers, including the
22 obligation to keep accurate records of all hours worked by employees. Defendants have knowingly
23 and willfully failed and continue to willfully fail to record, report, and/or preserve accurate records of
24 all hours worked by Plaintiff and FLSA collective employees. By failing to record, report, and/or
25 preserve records of all hours worked by Plaintiff and the FLSA collective employees, Defendants
26 have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201, *et seq.*

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

1 filing written consents to joinder with the Court.

2 44. Defendants' violations of the FLSA were willful within the meaning of the statute and
3 interpretive case law and decisions.

4 45. Plaintiff seeks judgment against Defendants on his own behalf and on behalf of those
5 FLSA collective employees similarly situated who file written consents to joinder in this action, for
6 all unpaid wages, including minimum and overtime wages owed by Defendants, pursuant to 29
7 U.S.C. §§ 206 and 207, together with an award of an additional equal amount as liquidated damages,
8 and costs, interest, and reasonable attorneys' fees, as provided for under 29 U.S.C. § 216(b) and
9 which may be brought in "any Federal or State court of competent jurisdiction by any one or more
10 employees for and in behalf of himself or themselves and other employees similarly situated."

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME COMPENSATION**

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

14 **(Against All Defendants)**

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

17 47. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class and
18 the subclasses thereof.

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

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

27 50. Employees in California shall not be employed more than eight hours in any work day,
28 and/or more than forty hours in any workweek, unless they receive additional compensation beyond

1 their regular wages in amounts specified by law. More specifically, Labor Code § 510 codifies the
2 right to overtime compensation at one and one-half times the regular hourly rate for hours worked in
3 excess of eight (8) hours in a day or forty (40) hours in a week.

4 51. California Labor Code § 1198 provides that “[T]he maximum hours of work and the
5 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
6 standard conditions of labor for employees. The employment of any employee for longer hours than
7 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

8 52. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the
9 applicable IWC Wage Orders also provided for payment of overtime wages equal to one and one-half
10 times an employee’s regular rate of pay for all hours worked over 8 hours a day and/or forty (40)
11 hours in a work week, and for the first eight (8) hours on the seventh consecutive day of work in a
12 work week.

13 53. Defendants, and each of them, have intentionally and improperly avoided payment of
14 overtime wages in violation of the California Labor Code and California Code of Regulations and the
15 IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement, as
16 described above. Defendants have also violated these provisions by requiring Plaintiff and other
17 similarly situated non-exempt employees to work through meal periods when they were required to
18 be clocked out. Defendants, and each of them, have also intentionally and improperly rounded,
19 changed, adjusted and/or modified certain employees’ hours, and imposed difficult to attain job and
20 scheduling requirements on Plaintiff and the Class Members, which resulted in an underpayment of
21 wages to employees over a period of time while benefiting Defendants.

22 54. At all times relevant hereto, Plaintiff and the Class Members have worked more than
23 eight (8) hours in a workday, and/or more than forty (40) hours in a workweek, as employees of
24 Defendants. During the relevant time period, Plaintiff and the Class Members were not fully paid for
25 all the hours they worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
26 a week as a result of Defendants’ above described policies and practices. In addition to the other
27 overtime payments Defendants failed to make for all off the clock work, Defendants have scheduled
28 Plaintiff and the Class Members to occasionally work shifts for seven consecutive days in a row.

1 However, Defendants followed a policy and practice of further denying overtime payments to
2 Plaintiff and the Class Members at an overtime rate of 1.5 times the regular rate for the first eight
3 hours of the seventh consecutive work day in a week and overtime payments at the rate of 2 times the
4 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under
5 the Labor Code § 510 and paragraph 3 of the applicable IWC Wage Orders.

6 55. Therefore, Plaintiff and the Class Members were not properly paid for all hours
7 worked, including for the hours worked in excess of the maximum hours permissible by law under
8 California Labor Code § 1194, § 1197 and § 1198 and the provisions of IWC Wage Orders and the
9 applicable California Code of Regulations sections.

10 56. On information and belief, Plaintiff and the Class Members allege that Defendants
11 followed an unlawful policy and practice of refusing to pay and failing to pay them for all wages
12 earned in each pay period, including by requiring and compelling off the clock work, by failing to pay
13 for overtime hours worked, and for the other reasons set forth in detail above.

14 57. As a result of Defendants' failure to pay overtime pay throughout Plaintiff and the
15 Class Members' employment, Defendants intentionally failed to provide Plaintiff and the Class
16 Members with all earned wages earned by and owed to them during the corresponding pay periods.
17 Defendants willfully violated the provisions of Labor Code § 1194, the applicable IWC Wage Orders,
18 and California law by failing to properly pay Plaintiff and the Class the overtime pay that Plaintiff
19 and the Class Members were due.

20 58. Defendants' failure to pay Plaintiff and the Class Members all wages owed to them
21 also violated California Penal Code §§ 484 and 532 (obtaining labor through false pretenses), to the
22 extent their managers specifically instructed them that they were not entitled to receive overtime
23 under the California Labor Code and related provisions for off the clock work they were required to
24 perform.

25 59. Plaintiff and the Class Members are informed and believe, and based upon that
26 information and belief therefore further allege, that Defendants knew or should have known that
27 Plaintiff and the Class did not qualify as exempt employees, and Defendants purposely elected not to
28 pay Plaintiff and the Class Members for their overtime labor performed.

1 60. By virtue of the Defendants' unlawful failure to provide overtime pay to Plaintiff and
2 the Plaintiff Classes, Plaintiff and the Class Members have suffered, and will continue to suffer,
3 damages in amounts which are presently unknown to them, but which exceed the jurisdictional limits
4 of this Court and which will be ascertained according to proof at trial.

5 61. Plaintiff and the Class Members are informed and believe, and based upon that
6 information and belief allege, that Defendants, and each of them, purposely elected not to provide
7 overtime pay.

8 62. As a result of Defendants' failure to pay overtime pay throughout Plaintiff and the
9 Class Members' employment, Plaintiff and the Class Members were deprived of wages in amounts to
10 be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
11 thereon, attorneys' fees, and costs, for Defendants' violations of Labor Code § 510 and applicable
12 IWC Wage Order provisions.

13 63. Defendants, and each of them, acted intentionally, oppressively and maliciously
14 toward Plaintiff and the Class Members with a conscious disregard of their rights, or the
15 consequences to Plaintiff and the Class Members, with the intent of depriving them of property and
16 legal rights and otherwise causing Plaintiff and the Class Members injury.

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

22 65. Further, Plaintiff and the Class Members are entitled to seek and recover reasonable
23 attorneys' fees and costs pursuant to Labor Code §§ 210 and 1194.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and Paragraph 11 of**

4 **Applicable IWC Wage Orders]**

5 **(Against All Defendants)**

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

8 67. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class
9 Members and the subclasses thereof.

10 68. Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage Order
11 provide that no employer shall employ any person for a work period of more than five (5) hours
12 without a meal period of not less than thirty (30) minutes.

13 69. Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders also
14 provide that, if an employer fails to provide an employee a meal period in accordance with this
15 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
16 compensation for each workday that the meal period is not provided.

17 70. Defendants failed to provide Plaintiff and the Class Members with meal periods as
18 required by the Labor Code, including by not providing them with the opportunity to take meal
19 breaks, by providing them late or for less than thirty (30) minutes, or by requiring them to perform
20 work during breaks. Defendants' facially non-compliant break policies also failed to even address
21 second meal periods on shifts over ten hours, and in practice they were not lawfully provided.

22 71. Defendants, and each of them, have intentionally and improperly denied meal periods
23 to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 11 of
24 the applicable IWC Wage Orders, along with other applicable regulations and statutes.

25 72. At all times relevant hereto, Plaintiff and the Class Members have worked more than
26 five (5) hours in a workday.

27 73. At all times relevant hereto, Defendants failed to provide meal periods as required by
28 Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage Orders.

1 74. By virtue of the Defendants' unlawful failure to provide meal periods to Plaintiff and
2 the Plaintiff Classes, Plaintiff and the Class Members have suffered, and will continue to suffer,
3 damages in amounts which are presently unknown to Plaintiff but which exceed the jurisdictional
4 limits of this Court and which will be ascertained according to proof at trial.

5 75. Plaintiff and the Class Members are informed and believe, and based upon that
6 information and belief allege, that Defendants, and each of them, purposely elected not to provide
7 meal periods.

8 76. Defendants, and each of them, acted intentionally, oppressively and maliciously
9 toward Plaintiff and the Class Members with a conscious disregard of their rights, or the
10 consequences to them, with the intent of depriving them of property and legal rights and otherwise
11 causing Plaintiff and the Class Members to suffer injury.

12 77. Plaintiff, individually, and on behalf of the Class, requests recovery of meal period
13 compensation pursuant to Labor Code §§ 226.7 and paragraph 11 of the applicable IWC Wage
14 Orders, as well as the assessment of any statutory penalties against these Defendants, and each of
15 them, in a sum as provided by the Labor Code and other statutes.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS**

18 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and Paragraph 11**

19 **of Applicable IWC Wage Orders]**

20 **(Against All Defendants)**

21 78. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by
22 reference the paragraphs previously alleged in this Complaint.

23 79. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
24 that employers must authorize and permit all employees to take rest periods at the rate of ten (10)
25 minutes net rest time per three and a half (3.5) work hours.

26 80. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
27 that if an employer fails to provide an employee rest period in accordance with this section, the
28 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation

1 for each workday that the rest period is not provided.

2 81. Defendants, and each of them, have intentionally and improperly denied rest periods to
3 Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the
4 applicable IWC Wage Orders. Defendants failed to authorize and permit Plaintiff and the Class
5 Members to take rest periods, as required by the Labor Code.

6 82. At all times relevant hereto, Plaintiff and the Class Members, have worked more than
7 three and a half hours in a workday. Defendants facially non-compliant rest break policy does not
8 accurately articulate all relevant requirements, and in practice all rest periods were not authorized and
9 permitted as addressed herein.

10 83. At all times relevant hereto, the Defendants, and each of them, failed to provide rest
11 periods as required by Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders.

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

16 85. Plaintiff and the Class Members are informed and believe, and based upon that
17 information and belief allege, that Defendants, and each of them, knew or should have known that
18 Plaintiff and the Class Members were entitled to rest periods and purposely elected not to provide
19 them with rest periods.

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

24 87. Plaintiff, individually, and on behalf of employees similarly situated, requests recovery
25 of rest period compensation pursuant to Labor Code §§ 226.7 and paragraph 12 of the applicable
26 IWC Wage Orders, as well as the assessment of any statutory penalties against these Defendants, and
27 each of them, in a sum as provided by the Labor Code and/or other statutes.

28

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS**

3 **[CALIFORNIA LABOR CODE § 226]**

4 **(Against All Defendants)**

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

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

17 90. As a result of Defendants' conduct, Plaintiff and the Class Members have suffered
18 injury in that, among other things, the lack of the required information hindered them from
19 determining the amount of wages owed and led them to believe they were not entitled to be paid
20 wages all hours worked, for overtime, missed meal and rest breaks, or for each hour of labor they
21 performed, for piece rates where applicable, and the properly hourly rate where applicable, although
22 they were so entitled. The absence of accurate wage statements has prevented timely challenges to
23 Defendants' unlawful pay practices, caused difficulty and expense in attempting to reconstruct time
24 and pay records, and resulted in the submission by Defendants of inaccurate information about wages
25 and deductions from wages to state and federal government agencies. The entitlement of Plaintiff and
26 the Class Members is to receive wage statements that accurately list the total amount of wages earned
27 and deductions from wages as reflected on wage statements, and Plaintiff and the Class Members
28 have thereby been injured by the Defendants' failure to report the total amount of wages earned

1 during each pay period on each paycheck stub. All Class Members have been similarly injured. As a
2 result of Defendants' conduct, Plaintiff and the Class Members have suffered injury because their
3 legal right to receive accurate wage statements was violated.

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

15 92. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing
16 and intentional failure to provide them with the wage and hour statements as required by law and are
17 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
18 Defendants have failed to provide a wage statement, failed to provide accurate and complete
19 information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and
20 the Plaintiff and Class Members cannot promptly and easily determine from the wage statement alone
21 one or more of the following: (i) The amount of the gross wages or net wages paid to the employee
22 during the pay period or any of the other information required to be provided on the itemized wage
23 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions
24 the employer made from gross wages to determine the net wages paid to the employee during the pay
25 period, (iii) The name and address of the employer and, (iv) The name of the employee and only the
26 last four digits of his or her social security number or an employee identification number other than a
27 social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means
28

1 a reasonable person [i.e. an objective standard] would be able to readily ascertain the information
2 without reference to other documents or information.

3 93. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing and
4 intentional failure to provide them with the wage and hour statements as required by law.

5 94. Plaintiff and the Class Members are entitled to the amounts provided in Labor Code
6 § 226(e), plus costs and attorneys' fees.

7 **SIXTH CAUSE OF ACTION**

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

9 **[CALIFORNIA LABOR CODE §§ 1194, 1197, 1197.1 and 558]**

10 **(Against All Defendants)**

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

13 96. Plaintiff brings these claims under California Labor Code §§ 1194, 1197, 1197.1 and
14 IWC Wage Orders 4-2001, as amended.

15 97. California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission
16 Wage Orders 4-2001 entitle non-exempt employees to an amount equal to or greater than the
17 minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no
18 part of this rate may be used as a credit against a minimum wage obligation.

19 98. Defendants did not and does not compensate Plaintiff and other hourly employees for
20 time spent off the clock, including by requiring employees to remain on-duty and to work off the
21 clock on days off or during lunch or after hours responding to calls, texts, emails and other work
22 related inquiries or to respond on work calls. This work was known or should have been known by
23 Defendants as management are and were requesting the off the clock work and receiving the work
24 related communications.

25 99. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and
26 Industrial Welfare Commission Wage Orders 4-2001, for failure to pay minimum wage, Defendants
27 liable for attorneys' fees and costs, civil penalties pursuant to California Labor Code §§ 558, 1197.1,
28 and 2698 et seq. and other relief.

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

7 101. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the
8 applicable IWC Wage Orders also provided for payment of overtime wages equal to one and one-half
9 times an employee’s regular rate of pay for all hours worked over 8 hours a day and/or forty (40)
10 hours in a work week, and for the first eight (8) hours on the seventh consecutive day of work in a
11 work week.

12 102. Defendants, and each of them, have intentionally and improperly rounded, changed,
13 adjusted and/or modified certain employees’ hours, including Plaintiff’s, to avoid payment of
14 overtime wages and other benefits in violation of the California Labor Code and California Code of
15 Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards
16 and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other
17 similarly situated non-exempt employees to work through meal periods when they were required to
18 be clocked out or to otherwise work off the clock to complete their daily job duties.

19 103. Defendants, and each of them, have also intentionally and improperly rounded,
20 changed, adjusted, underpaid, and/or modified certain employees’ hours, including by requiring off
21 the clock work, requiring work to be performed while on breaks, and by not properly paying
22 employees all overtime hours they worked and reported, and imposed difficult to attain job and
23 scheduling requirements on Plaintiff and the Class Members. This resulted in an underpayment of
24 wages to employees over a period of time while benefiting Defendants.

25 104. During the relevant time period, Plaintiff and the Class Members were not fully paid
26 for all the hours they worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours
27 in a week as a result of Defendants’ above described policies and practices. Therefore, Plaintiff and
28 the Class Members were not properly paid for all of their overtime work. Defendants also followed a

1 policy and practice of further denying overtime payments to Plaintiff and the Class Members at an
2 overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work
3 day in a week and overtime payments at the rate of 2 times the regular rate for hours worked over
4 eight (8) on the seventh consecutive work day, as required under the Labor Code § 510 and paragraph
5 3 of the applicable IWC Wage Orders.

6 105. During the relevant time period, Defendants willfully failed to pay all regular and
7 overtime wages owed to Plaintiff and the Class Members.

8 106. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
9 regular wages owed and overtime compensation, as required by California law, violates the
10 provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

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

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

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

1 SEVENTH CAUSE OF ACTION

2 **FAILURE TO PAY WAGES AT LEAST TWICE IN A CALENDAR MONTH**

3 [CALIFORNIA LABOR CODE § 204]

4 (Against All Defendants)

5 110. Plaintiff and the Members of the Class (and Plaintiff Classes) re-allege and incorporate
6 by reference the paragraphs previously alleged in this Complaint

7 111. Labor Code § 204 instructs all wages are due and payable twice each calendar month.

8 112. The wages required by Labor Code § 1194 and other sections became due and payable
9 to each employee in each pay period that he or he was not provided with a meal period or rest period
10 or paid straight or overtime wages to which he or he was entitled.

11 113. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
12 under the Labor Code.

13 114. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
14 represent has been deprived of wages in amounts to be determined at trial, and is entitled to recovery
15 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor
16 Code § 210, 218.5 and 1194.

17 EIGHTH CAUSE OF ACTION

18 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

19 [CALIFORNIA LABOR CODE §§ 201-203]

20 (Against All Defendants)

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

23 116. Plaintiff and many of the Class Members quit or were discharged from their
24 employment with Defendants within the applicable statute of limitations.

25 117. However, Defendants failed to pay them without abatement, all wages as defined by
26 applicable California law. Among other things, these employees were not paid any of the overtime
27 compensation or premium pay referred to in this Complaint. Defendants' failure to pay said wages
28 within the required time was willful within the meaning of Labor Code § 203.

1 118. Therefore, each of these employees is entitled to one day’s wages for each day he or he
2 was not timely paid all said wages due, up to a maximum of thirty (30) days’ wages for each
3 employee. Because none of the employees were ever paid all earned overtime wages to which they
4 were entitled, and as referred to in this Complaint, each of these employees is entitled to thirty (30)
5 days of wages.

6 **NINTH CAUSE OF ACTION**
7 **FOR UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES**

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

9 **(Against All Defendants)**

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

12 120. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class and
13 the subclasses thereof.

14 121. At all times relevant hereto, from time to time, the Class Members have worked more
15 than eight (8) hours in a workday, and/or more than forty (40) hours in a workweek, as employees of
16 Defendants. The representative Plaintiff herein and members of the Class have had their hours
17 adjusted, changed, underpaid, and/or modified to not reflect their actual number of hours worked per
18 day and per pay period, including by Defendants’ failure to pay for all overtime hours worked at the
19 appropriate rate of pay, including by requiring off the clock work before and after work shifts and
20 requiring Plaintiff and the Class to remain on-call during unscheduled work hours.

21 122. At all times relevant hereto, from time to time, Plaintiff and aggrieved employees have
22 worked more than eight (8) hours in a a workday workday and/or more than forty (40) hours in a
23 workweek, as employees of Defendants. The representative Plaintiff herein and members of the Class
24 have not been paid overtime, or have not been paid overtime at the appropriate rates, for all hours
25 worked on and after a seventh consecutive work shift.

26 123. At all times relevant hereto, from time to time, Plaintiff and the Class Members have
27 been denied meal breaks by Defendants.

28

1 124. At all times relevant hereto, from time to time, Plaintiff and the Class Members have
2 been denied rest breaks by Defendants.

3 125. Defendants, and each of them, are “persons” as defined under of Business &
4 Professions Code § 17021.

5 126. Since at least four years prior to the present Complaint filing and at all times relevant
6 hereto, by and through the conduct described herein, the Defendants have engaged in unfair, unlawful
7 and fraudulent business practices, in violation of California Business & Professions Code §§ 17200,
8 *et seq.*, and have thereby deprived Plaintiff, and all persons in interest, of fundamental rights and
9 privileges guaranteed to all employees under California law.

10 127. Defendants own, operate and manage facilities in California which provide services in
11 California to the public as defined in of Business & Professions Code §§ 17022 and 17024.

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

- 14 (a) The fact that Defendants adjusted, altered, underpaid and/or changed time
15 and/or pay schedules to reflect that employee Class Members had not worked
16 all straight time and overtime hours;
- 17 (b) The fact that Defendants required non-exempt, hourly employees to work more
18 than five (5) hour shifts without a thirty (30) minute meal period;
- 19 (c) The fact that Defendants required non-exempt, hourly employees to work more
20 than three and a half (3.5) hour shifts without a ten (10) minute rest period;
- 21 (d) The fact that Defendants required non-exempt, hourly employees to work more
22 than five (5) hours per week without a thirty (30) minutes rest period, and then
23 adjusted, altered and/or changed schedules and/or time clocks to reflect that
24 they had received a thirty (30) minute meal period;
- 25 (e) The fact that Defendants kept no detailed records of non-exempt, hourly
26 employees’ actual daily work activities, in part, to prevent Plaintiff and
27 Plaintiff Classes from recovering overtime wages from Defendants after the
28 discovery of Defendants’ deceptive, fraudulent, false, unfair and unlawful

1 conduct;

2 (f) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
3 Class for all hours worked.

4 (g) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
5 Class twice monthly for all hours worked.

6 (h) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
7 Class upon termination of employment.

8 (i) The fact that Defendants' activities related to their failure to disclose material
9 and relevant information constitutes violations of Business & Professions Code
10 § 17200.

11 129. Defendants, and each of them, have underreported to state authorities, wages earned
12 by non-exempt, hourly employees and, therefore, have underpaid state taxes, employer matching
13 funds, unemployment premiums and Worker's Compensation premiums. The aforesaid conduct is
14 criminal in nature and subjects the Defendants, and each of them, to sanctions, fines and
15 imprisonment, and is actionable under of Business & Professions Code §§ 17000, *et seq.* and 17200,
16 *et seq.*

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

20 131. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading. Non-
21 exempt, hourly employees, including Plaintiff and Plaintiff Classes are likely to be deceived by these
22 practices.

23 132. As a direct and proximate result of these acts and omissions, Plaintiff, is informed and
24 believes, and based upon that information and belief alleges, that the Defendants, and each of them,
25 were able to unfairly compete with other facilities in the state of California by not paying overtime
26 and wages in violation of Business & Professions Code Chapters 4 and 5, *et al.* Due to this unfair
27 business practice, Defendants have been able to charge lower prices for its services than the prices
28 charged by other comparable entities doing business in the state of California.

1 133. The victims of this unfair business practice include, but are not limited to, all non-
2 exempt, hourly employees of Defendants, competitors of Defendants in the state of California, and
3 the general public.

4 134. Plaintiff is informed and believes, and based upon that information and belief alleges,
5 that Defendants, and each of them, performed the above-mentioned acts with the intent of gaining an
6 unfair competitive advantage and thereby injuring Plaintiff, other employees, other competitors, and
7 the general public.

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

13 136. By and through their unfair, unlawful and/or fraudulent business practices described
14 herein, Defendants, has obtained valuable property, money and services from Plaintiff, and all
15 persons similarly situated, and has deprived Plaintiff, and all non-exempt, hourly employees of
16 valuable rights and benefits guaranteed by law, all to their detriment.

17 137. Plaintiff and the Class have injury-in-fact as a result of Defendants' conduct.
18 Moreover, Plaintiff and the Class have lost money as a direct result of Defendants' unfair, unlawful,
19 deceptive and fraudulent conduct.

20 138. All of the acts described herein as violations of, among other things, the California
21 Labor Code and Industrial Welfare Commission Wage Orders, are unlawful and in violation of public
22 policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
23 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business &
24 Professions Code §§ 17200, *et seq.*

25 139. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is entitled to,
26 and does seek such relief as may be necessary to disgorge the profits which the Defendants have
27 acquired, or of which Plaintiff has been deprived, by means of the above-described unfair, unlawful
28 and/or fraudulent business practices. Plaintiff, and the members of the Plaintiff Classes, are not

1 obligated to establish individual knowledge of the unfair practices of Defendants in order to recover
2 restitution.

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

7 141. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, has no plain,
8 speedy, and/or adequate remedy at law to redress the injuries which he has suffered as a consequence
9 of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair,
10 unlawful and/or fraudulent business practices described above, Plaintiff and the Plaintiff Class have
11 suffered and will continue to suffer irreparable harm unless the Defendants' and each of them, are
12 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

13 142. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
14 herein above, they will continue to fail to pay overtime wages to non-exempt, hourly employees. In
15 addition, Defendants, and each of them, will continue to avoid paying the appropriate taxes, insurance
16 and unemployment holdings.

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

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

25 145. As Plaintiff seeks to enforce an important right affecting the public interest, to wit, the
26 lawful payment of overtime wages as required by law the disgorgement of ill-gotten gains and the
27 restitution of unlawfully withheld wages, with interest thereon, Plaintiff requests an award of
28 attorneys' fees, pursuant to Code Civil Procedure § 1021.5.

PRAYER

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

ON THE FIRST CAUSE OF ACTION:

- (a) For Facilitated Notice under 29 USC § 216(b);
- (b) For compensation, pursuant to the FLSA, 29 U.S.C. §§ 201, 206, 207, *et seq.*
- (c) Conditional and Final Certification of a Collective Action;
- (d) For interest on any compensatory damages; and
- (e) For attorneys' fees, interest, and costs of suit pursuant to 29 U.S.C. § 216(b).

ON THE SECOND CAUSE OF ACTION:

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

ON THE THIRD CAUSE OF ACTION:

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

ON THE FOURTH CAUSE OF ACTION:

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

1 (d) For attorneys' fees and costs.

2 **ON THE FIFTH CAUSE OF ACTION:**

3 (a) For statutory penalties;

4 (b) For compensatory damages and interest thereon for actual harm caused;

5 (c) For Certification of the Classes defined herein, or such other Classes and/or
6 subclasses as the Court will certify; and

7 (d) For attorneys' fees and costs as allowed by law.

8 **ON THE SIXTH CAUSE OF ACTION:**

9 (a) For compensatory damages and/or statutory damages and statutory penalties
10 resulting from improper compensation according to proof;

11 (b) For interest on any compensatory damages;

12 (c) For Certification of the Classes defined herein, or such other Classes and/or
13 subclasses as the Court will certify; and

14 (d) For attorneys' fees and costs as allowed by law.

15 **ON THE SEVENTH CAUSE OF ACTION:**

16 (a) For statutory penalties; and

17 (b) For attorneys' fees and costs as allowed by law.

18 **ON THE EIGHTH CAUSE OF ACTION:**

19 (a) For statutory penalties, including 30 days of pay for each employee not timely
20 paid wages upon termination;

21 (b) For penalty enhancements for willful conduct;

22 (c) For Certification of the Classes defined herein, or such other Classes and/or
23 subclasses as the Court will certify; and

24 (d) For attorneys' fees and costs.

25 **ON THE NINTH CAUSE OF ACTION:**

26 (a) For the equitable, injunctive and declaratory relief;

27 (b) Treble damages;

28 (c) For Certification of the Classes defined herein, or such other Classes and/or

subclasses as the Court will certify; and

(d) For disgorgement of profits.

ON ALL CAUSES OF ACTION:

(a) For reasonable attorneys' fees;

(b) For costs of suit;

(c) For Certification of the Classes and Subclasses, and Collective, defined herein, or such other Classes and/or subclasses or collectives the Court will certify; and

(d) For such other and further relief as this Court may deem just and proper.

Dated: September 22, 2017

QUINTILONE & ASSOCIATES



By: _____

RICHARD E. QUINTILONE II,
ALVIN B. LINDSAY,
GEORGE A. ALOUPAS
Attorney for Plaintiff RICARDO ROMO, on
behalf of himself and on behalf of a Class of all
other persons similarly situated

DEMAND FOR JURY TRIAL

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

Dated: September 22, 2017

QUINTILONE & ASSOCIATES



By: _____

RICHARD E. QUINTILONE II,
ALVIN B. LINDSAY,
GEORGE A. ALOUPAS
Attorney for Plaintiff RICARDO ROMO,
on behalf of himself and on behalf of a Class of all
other persons similarly situated

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

09/22/2017 at 08:21:15 PM
Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

CBRE GROUP, INC., a Delaware Corporation; and DOES 1 through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RICARDO ROMO, on behalf of himself and on behalf of a Class of all other persons similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Orange County Superior Court, Civil Complex Center
751 West Santa Ana Blvd, Santa Ana, CA 92701

CASE NUMBER:

(Núm 30-2017-00945702-CU-OE-CXC

Judge William Claster

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Richard E. Quintilone II (SBN 200995)

Telephone No.: 949-458-9675

Quintilone & Associates, 22974 El Toro Road, Suite 100, Lake Forest, CA 92630

Fax No.: 949-458-9679

DATE: 09/22/2017
(Fecha)

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by
(Secretario)

Georgina Ramirez

Georgina Ramirez

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name & Address</i>): Richard E. Quintilone II, Esq. Quintilone & Associates, 22974 El Toro, Suite 100, Lake Forest, CA 92630 Telephone No.: (949) 458-9675 Fax No. (Optional): (949) 458-9679 E-Mail Address (Optional): req@quintl.com Bar No: 200995 ATTORNEY FOR (<i>Name</i>): Ricardo Romo, et al.	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 09/22/2017 at 06:21:15 PM Clerk of the Superior Court By Georgina Ramirez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Civil Complex Center - 751 W. Santa Ana Blvd., Bldg. 36, Santa Ana, CA 92701-4512	
PLAINTIFF / PETITIONER: Ricardo Romo, et al.	30-2017-00945702-CU-OE-CXC DEPT: CX-102 JUDGE: Judge William Claster STATUS CONFERENCE DATE:
DEFENDANT / RESPONDENT: CBRE Group, Inc.	
<p align="center">CLASS ACTION/B&P 17200 QUESTIONNAIRE</p> <p><u>(To be filed by counsel for plaintiff/s within 30 days of filing initial complaint)</u></p>	

In response to the conflict of interest issues raised in **Apple Computer, Inc. v. The Superior Court of Los Angeles County** (2005) 126 Cal. App. 4th 1253, counsel for each proposed class representative is to provide the following information under oath to the Court:

1. Is any proposed class representative an attorney? Yes ___ No

2. Is any proposed class representative a spouse, child or family member of plaintiff's counsel or of a partner or associate of the law firm of which plaintiff's counsel is a member? Yes ___ No

If yes, explain relationship: _____

3. Within the last 5 years, has any proposed class representative filed prior class action lawsuits using the same plaintiff's counsel or firm as in the present case? Yes ___ No

If yes, explain: _____

4. Does any proposed class representative have a business relationship with plaintiff's counsel, including but not limited to, the relationship of law partner, associate, employee, principal, agent, independent contractor, or professional corporation? Yes ___ No

If yes, explain relationship: _____

5. If there is co-counsel, have the attorneys been co-counsel in other class actions? Yes No ___

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

September 22, 2017

 DATE



 SIGNATURE OF COUNSEL FOR PLAINTIFF(S)

CLASS ACTION/B&P 17200 QUESTIONNAIRE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Richard E. Quintilone II, Esq. (SBN 200995); Alvin B. Lindsay, Esq. (SBN 220236) Quintilone & Associates 22974 El Toro Road, Suite 100 Lake Forest, CA 92630 TELEPHONE NO.: (949) 458-9675 FAX NO.: (949) 458-9679 ATTORNEY FOR (Name): Plaintiff, Ricardo Romo, et al.		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 09/22/2017 at 08:21:15 PM Clerk of the Superior Court By Georgina Ramirez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Blvd MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Civil Complex Center		CA# 30-2017-00945702-CU-OE-CXC JUDGE: Judge William Claster DEPT: Cx-102
CASE NAME: Romo v. CBRE Group, Inc.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 9
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 22, 2017
 Richard E. Quintilone II
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

EXHIBIT B

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

12/04/2017 at 07:04:00 PM

Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

1 RICHARD E. QUINTILONE II (SBN 200995)
2 GEORGE A. ALOUPAS (SBN 313112)
3 **QUINTILONE & ASSOCIATES**
4 22974 EL TORO ROAD, SUITE 100
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8 E-MAIL: REQ@QUINTLAW.COM; GAA@QUINTLAW.COM

9 Attorneys for Plaintiff, RICARDO ROMO in association with counsel below, on behalf of himself and
10 on behalf of a Class of all other persons similarly situated

11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

13 RICARDO ROMO, on behalf of himself and on
14 behalf of a Class of all other persons similarly
15 situated

16 Plaintiff,

17 vs.

18 CBRE GROUP, INC., a Delaware Corporation;
19 and DOES 1 through 100, inclusive,

20 Defendants.

Case No.: 30-2017-00945702-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:

Hon. Kim G. Dunning

Dept.: CX-104

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **FAILURE TO PAY WAGES UNDER THE FLSA [29 USC §§ 206, 207];**
2. **FAILURE TO PAY OVERTIME COMPENSATION;**
3. **FAILURE TO PROVIDE MEAL PERIODS;**
4. **FAILURE TO PROVIDE REST PERIODS;**
5. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
6. **FAILURE TO PAY WAGES FOR HOURS WORKED;**
7. **FAILURE TO PAY WAGES DUE AND PAYABLE TWICE MONTHLY**
8. **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**
9. **UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES; and**
10. **VIOLATIONS OF THE PRIVATE ATTORNEY GENERAL ACT**

DEMAND FOR JURY TRIAL

1 All allegations in this Class Action Complaint are based upon information and belief except
2 for those allegations, which pertain to the PLAINTIFF and his counsel. Each allegation in this
3 Complaint either has evidentiary support or is likely to have evidentiary support after discovery.
4 PLAINTIFF RICARDO ROMO (“Plaintiff”), on behalf of himself and all others similarly situated,
5 complains of DEFENDANTS, and each of them, and for causes of action in this Class Action
6 Complaint alleges:

7 **1. INTRODUCTION**

8 1. This is a class action, pursuant to California Code of Civil Procedure § 382, and an
9 FLSA collective action under 29 U.S.C. §§ 206 and 207, on behalf of Plaintiff and all non-exempt
10 employees employed by, or formerly employed by, CBRE GROUP, INC., a Delaware Corporation;
11 and DOES 1 through 100 (collectively “Defendants”), within the State of California. These non-
12 exempt employees who are employed by, or who were formerly employed by, Defendants within the
13 State of California are hereinafter referred to individually as “Class Members” and collectively as the
14 “Class” or “Classes.”

15 2. For at least four years prior to the filing of this action and through to the present
16 (“relevant time period” or “liability period”), Defendants consistently maintained and enforced
17 against Defendants’ non-exempt employees the below addressed unlawful practices and policies, in
18 violation of California state wage and hour laws, including:

19 (a) During the relevant time period, Defendants had a consistent policy of
20 requiring employees to work more than eight (8) hours in any given day and/or
21 more than forty (40) hours in any given week, and of not paying them all
22 overtime compensation pursuant to applicable California Labor Code
23 requirements and under the FLSA;

24 (b) During the relevant time period, Defendants had a consistent policy of
25 requiring Class Members within the State of California, including Plaintiff, to
26 work at least five (5) hours without a lawful meal period, including without a
27 second meal period on shifts over ten (10) hours, and failing to pay such
28 employees one (1) hour of pay at the employees’ regular rate of compensation

1 for each workday that the meal period is not provided, as required by
2 California state wage and hour laws.

3 (c) During the relevant time period, Defendants have had a consistent policy of
4 failing to provide Class Members within the State of California, including
5 Plaintiff, rest periods of at least (10) minutes per three and a half (3.5) hours
6 worked or major fraction thereof and failing to pay such employees one (1)
7 hour of pay at the employees' regular rate of compensation for each workday
8 that the rest period is not provided, as required by California state wage and
9 hour laws.

10 (d) With respect to Class Members who either were discharged, laid off, or
11 resigned, during the relevant time period, Defendants failed to pay them in
12 accordance with the requirements of Labor Code §§ 201, 202, 203; and

13 (e) During the relevant time period, Defendants failed to maintain accurate records
14 of Class Members' earned wages and work periods as evidenced by
15 Defendants' failure to keep adequate records of when meal periods were taken.

16 3. Plaintiff, on behalf of himself and all other Class Members, brings this action pursuant
17 to California Labor Code §§ 201, 202, 203, 204, 218, 218.6, 226, 226.7, 510, 511, 512, 558, 1174,
18 1194, 1197, 1197.1, 1199, 2698, 2699 and California Code of Regulations, Title 8, section 11000 *et*
19 *seq.*, seeking unpaid overtime, meal and rest period compensation, penalties, injunctive, and other
20 equitable relief, and reasonable attorneys' fees and costs.

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

24 **2. PARTIES**

25 **A. Plaintiff**

26 5. Plaintiff RICARDO ROMO, at the relevant times, was and is a resident of California.
27 Plaintiff was employed in Costa Mesa, California by Defendants at one of their production,
28 manufacturing, and distribution facilities in Orange County as a non-exempt maintenance and

1 janitorial employee, and consistently worked more than eight (8) hours a day at Defendants' behest
2 without being paid all wages due. More specifically, Plaintiff and the other similarly situated Class
3 Members were employed by Defendants and worked at Defendants' locations, offices and facilities
4 throughout Orange County and California. Plaintiff was actively employed by Defendants from **May**
5 **of 2015** through being placed on leave on **September 26, 2016**, and (1) shared similar job duties and
6 responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar
7 violations at the hands of Defendants as the other Class Members who served in similar and related
8 positions.

9 6. Defendants failed to record accurate time worked by these employees, and provided
10 Plaintiff and the Class Members with inaccurate wage statements that prevented Plaintiff and the
11 Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and
12 the Class with lawful meal and rest periods, as employees were not provided with the opportunity to
13 take uninterrupted and duty-free rest periods and meal breaks as required by the Labor Code.

14 **B. Defendants**

15 7. CBRE GROUP, INC., a Delaware Corporation; and DOES 1 through 100
16 (collectively "Defendants"), do business within the State of California. Defendant CBRE GROUP,
17 INC. does business throughout the United States and claims to be the world's largest real estate
18 services provider, with a preeminent leadership position in virtually all key business centers
19 globally. It is registered to do business in California and lists a principal office in Los Angeles, but
20 Plaintiff was employed based out of manufacturing, production, and distribution facilities in Orange
21 County. Defendants provide services and products and employ non-exempt hourly employees
22 throughout the State of California in connection with property management and construction
23 operations, including non-exempt employees, and do so through their offices in Orange County and
24 throughout California.

25 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
26 of Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to Plaintiff, who
27 therefore sues Defendants by such fictitious names under California Code of Civil Procedure § 474.
28 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated

1 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein.
2 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
3 the Defendants designated hereinafter as DOES when such identities become known.

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

9 10. Venue as to each Defendant is proper in this judicial district, pursuant to California
10 Code of Civil Procedure § 395. On information and belief, Defendants CBRE GROUP, INC. and
11 DOES 1-100 operate and are doing business in Orange County, and each Defendant is within the
12 jurisdiction of this Court. The unlawful acts alleged herein have had a direct effect on Plaintiff and
13 those similarly situated within the State of California and Orange County. Defendants employ
14 numerous Class Members in Orange County and throughout the State of California.

15 **3. FACTUAL BACKGROUND**

16 11. Plaintiff and the Class Members are, and at all times pertinent hereto have been, non-
17 exempt employees within the meaning of the California Labor Code and the implementing rules and
18 regulations of IWC California Wage Orders. Defendants hire facility maintenance, production and
19 operations related employees, and other non-exempt employees, who work in non-exempt positions at
20 the direction of Defendants in the State of California.

21 12. During the course of Plaintiff and the Class Members' employment with Defendants,
22 they were not paid all wages they were owed, including for all work performed (resulting in "off the
23 clock" work) and for all overtime hours worked, and were forced to work off-the-clock, and some
24 were required to otherwise remain on-call during times when they were not being paid by Defendants.
25 Plaintiff and the Class Members were sometimes asked to work shifts over eight (8) hours and to
26 work over forty (40) hours in a work week, and it was company policy to limit and discourage
27 overtime and require approval for it without accordingly adjusting work requirements, which led to
28 systematic off the clock work by the Class. Although Plaintiff and the Class Members were paid bi-

1 weekly by Defendants, their pay records did not accurately reflect all regular and overtime hours that
2 Plaintiff and the Class Members worked, including because they were required by Defendants to
3 perform required work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and
4 the Class Members worked substantial regular and overtime hours during their employment with
5 Defendants for which they were not compensated, in violation of the California Labor Code and the
6 Fair Labor Standards Act, including 29 USC §§ 206, 207.

7 13. As a matter of uniform Company policy, Plaintiff and the Class Members were
8 required to work off the clock, including by requiring some employees to remain “on-call” to respond
9 to work demands on scheduled days off or when they were otherwise not on the clock, and Class
10 Members were required to work both during required breaks and before and after their work shifts
11 when they were off the clock, for which they were not fully compensated by Defendants in violation
12 of the California Labor Code and the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§
13 201 *et seq.* Plaintiff and the Class Members were also not paid regular wages and overtime for the
14 time they were required to comply with other requirements imposed upon them, which they had to
15 complete while off-duty and without compensation.

16 14. As a result of these requirements to work off the clock, the daily work demands and
17 pressures to work through breaks, and the other wage violations they endured at Defendants’ hands,
18 Plaintiff and the Class Members were not properly paid for all wages earned and for all wages when
19 working more than eight (8) hours in any given day and/or more than forty (40) hours in any given
20 week. As a result of Defendants’ unlawful policies and practices, Plaintiff and Class Members were
21 required to work more than eight hours on most work days and worked more than 40 hours in each of
22 their work weeks, thus consistently incurring overtime hours worked, but Plaintiff estimates they
23 were not paid by Defendants for at least 2-3 hours of overtime per week.

24 15. However, Defendants followed a policy and practice of further denying overtime
25 payments to Plaintiff and the Class Members at an overtime rate of 1.5 times the regular rate for the
26 first eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2
27 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
28 required under the Labor Code and applicable IWC Wage Orders.

1 16. Plaintiff and the Class Members were forced to meet the needs of Defendants’
2 customers and their managers, and could not be relieved to take breaks, or were required to remain
3 on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the
4 opportunity to take required breaks due to Defendants’ policies and practices and the work demands
5 placed upon the Class Members. Defendants also implemented terse and facially non-compliant
6 break policies by not accurately articulating all relevant requirements, including as to rest periods,
7 and by failing to address second meal periods on shifts over ten hours. On the occasions when
8 Plaintiff and the Class Members were provided with a meal period, it was often untimely or
9 interrupted, as they were required to respond to work demands, and they were not provided with one
10 (1) hour’s wages in lieu thereof. Meal period violations thus occurred in one or more of the following
11 manners:

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

24 17. Plaintiff and the Defendants’ non-exempt employees were also not authorized and
25 permitted to take lawful rest periods, were often asked by Defendants to work through or during
26 breaks, and were not provided with one (1) hour’s wages in lieu thereof. Rest period violations
27 therefore arose in one or more of the following manners:
28

- 1 (a) Class Members were required to work without being provided a minimum ten
2 minute rest period for every three and a half (3.5) hours or major fraction
3 thereof worked and were not compensated one (1) hour of pay at their regular
4 rate of compensation for each workday that a rest period was not provided;
- 5 (b) Class Members were not authorized and permitted to take timely rest periods
6 for every four hours worked, or major fraction thereof; and
- 7 (c) Class Members were restricted in their ability to take their full ten (10) minutes
8 net rest time or were otherwise not provided with duty-free rest periods.

9 18. As a result of these illegal policies and practices, Defendants engaged in and enforced
10 the following additional unlawful practices and policies against Plaintiff and the Class Members he
11 seeks to represent:

- 12 (a) failing to pay all wages owed to Class Members who either were discharged,
13 laid off, or resigned in accordance with the requirements of Labor Code §§
14 201, 202, 203;
- 15 (b) failing to pay all wages owed to the Class Members twice monthly in
16 accordance with the requirements of Labor Code § 204;
- 17 (c) failing to pay Class Members all wages owed, including all meal and rest
18 period premium wages; and
- 19 (d) failing to maintain accurate records of Class Members' earned wages and meal
20 periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the
21 applicable IWC Wage Orders.

22 19. Defendants have made it difficult to account with precision for the unlawfully
23 withheld meal and rest period compensation owed to Plaintiff and the Class, during the liability
24 period, because they did not implement and preserve a record-keeping method as required for non-
25 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
26 California Wage Orders. Upon information and belief, time clock punches were not maintained, or
27 were not accurately maintained, for work shifts and meal periods, and were automatically presumed
28 by Defendants to have been lawfully provided when they were not. Defendants also failed to

1 accurately record and pay for all overtime hours worked and submitted by Plaintiff and the Class
2 Members. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
3 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with
4 the appropriate applicable rates, among others requirements. Plaintiff and Class Members are
5 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §
6 226(b).

7 20. Defendants have failed to comply with paragraph 7 of the applicable California IWC
8 Wage Orders by failing to maintain time records showing when the employee begins and ends each
9 work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours
10 worked by itemizing in wage statements all deductions from payment of wages and accurately
11 reporting total hours worked by the Class Members.

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

14 22. **The Fair Labor Standards Act:** The FAIR LABOR STANDARDS ACT OF 1938, as
15 amended, 29 U.S.C. §§ 201 *et seq.* (hereinafter referred to as "FLSA"), provides for minimum
16 standards for both wages and overtime entitlement, and details administrative procedures by which
17 covered work time must be compensated. The enactment of the provisions of the FLSA provide the
18 Courts with substantial authority to stamp out abuses and enforce the minimum wage and overtime
19 pay provisions at issue in this Complaint. According to Congressional findings, the existence of
20 Labor conditions detrimental to the maintenance of the minimum standard of living engenders unfair
21 commercial competition, labor disputes, and barriers to commerce and the free flow of goods in
22 commerce, and interferes with the orderly and fair marketing of goods.

23 **4. CLASS ALLEGATIONS**

24 23. Plaintiff brings this action on behalf of himself and all others similarly situated as a
25 class action pursuant to California Code of Civil Procedure § 382. Plaintiff seeks to represent a Class
26 composed of and defined as:
27
28

1 **All persons who are employed or have been employed by Defendants in the State of**
2 **California who, during any time from four years prior to the filing of this class action to**
3 **the present, have worked as non-exempt employees.**

4 Further, Plaintiff seeks to represent the following subclasses composed of and defined as
5 follows:

- 6 (a) **Subclass 1.1. Overtime Subclass.** All Class Members who
7 worked more than eight (8) hours in a day and/or forty (40)
8 hours in any given week and who were not paid overtime
9 compensation pursuant to the Labor Code and applicable IWC
10 Wage Order requirements.
- 11 (b) **Subclass 1.2. On-Call Subclass.** All Class Members who
12 were not compensated for overtime hours they worked when
13 they were required to be on-call and available to respond to
14 work demands placed upon them by Defendants.
- 15 (c) **Subclass 2. Meal Break Subclass.** All Class Members who
16 have not been provided a meal period for every five (5) hours
17 or major fraction thereof worked per day, and were not
18 provided one (1) hour's pay for each day on which such meal
19 period was not provided pursuant to Labor Code §§ 226.7 and
20 512.
- 21 (d) **Subclass 3. Rest Period Subclass.** All Class Members who
22 have not been provided a rest period for every three and a half
23 (3.5) hours or major fraction thereof worked per day, and were
24 not provided compensation of one (1) hour's pay for each day
25 on which such rest period was not provided pursuant to Labor
26 Code §§ 226.7 and 512.
- 27 (e) **Subclass 4. Paystub Subclass.** All Class Members who were
28 not provided an itemized wage statement accurately showing
(1) gross wages earned, (2) total hours worked by the
employee, (3) the number of piece-rate units earned and any
applicable piece rate for Class Members paid on a piece-rate
basis, (4) all deductions, (5) net wages earned, (6) the inclusive
dates of the period for which the employee is paid, (7) the
name of the employee and only the last four digits of his or
him social security number or an employee identification
number other than a social security number, (8) the name and
address of the legal entity that is the employer and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by
the employee pursuant to Labor Code § 226.

- 1 (f) **Subclass 5. Wage Payment Subclass.** All Class Members
2 who were not provided all straight time wages earned pursuant
3 to the Labor Code and applicable IWC Wage Orders.
4 (g) **Subclass 6. Twice Monthly Pay Subclass.** All Class
5 Members who were not paid twice monthly in accordance with
6 Labor Code § 204.
7 (h) **Subclass 7. Termination Pay Subclass.** All Class Members
8 who were not provided all wages due upon termination or
9 resignation pursuant to Labor Code §§ 200 through 203.
10 (i) **Subclass 8. B&P Code § 17200 Subclass.** All Class
11 Members who were subjected to Defendants' unlawful, unfair
12 or fraudulent business acts or practices in the form of Labor
13 Code violations regarding overtime, meal periods, rest periods,
14 expense reimbursement or minimum wages and/or waiting
15 time penalties.

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

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

22 **A. Numerosity**

23 26. The potential members of each Class as defined are so numerous that joinder of all the
24 members of the Class is impracticable. Plaintiff estimates there are at least several hundred Class
25 Members, and possibly several thousand, which is sufficient to satisfy the numerosity requirement.
26 While the precise number of Class Members has not been determined at this time, Plaintiff is
27 informed and believes that Defendants currently employ, and during the relevant time periods
28 employed, sufficiently numerous employees in positions as Defendants' non-exempt employees in
California, who are or have been affected by Defendants' unlawful practices as alleged herein.

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

1 **B. Commonality**

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

- 5 (a) Whether Defendants violated Labor Code §§ 226.7 and 512, section 4 of the
6 IWC Wage Orders, and Cal. Code Regs., Title 8, section 11000 *et seq.* by
7 failing to provide a meal period to non-exempt employees on days they worked
8 work periods in excess of five (5) hours and failing to compensate said
9 employees one (1) hour's wages in lieu of meal periods;
- 10 (b) Whether Defendants violated Labor Code § 226.7 and the IWC Wage Orders,
11 and Cal. Code Regs., Title 8, section 11000 *et seq.* by failing to authorize and
12 permit all daily ten (10) minute rest periods to non-exempt employees for
13 every three and a half (3.5) hours and/or 7 hours or major fraction thereof
14 worked and failing to compensate said employees one (1) hour's wages in lieu
15 of rest periods;
- 16 (c) Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
17 Orders by failing to maintain accurate records of Class Members' earned
18 wages and work periods;
- 19 (d) Whether Defendants violated Labor Code § 1194 by failing to compensate all
20 employees during the relevant time period for all hours worked, whether
21 regular or overtime;
- 22 (e) Whether Defendants violated Business and Professions Code § 17200 *et seq.*
23 by failing to provide meal and rest periods without compensating non-exempt
24 employees one (1) hour's pay for every day such periods were not provided,
25 failing to pay compensation for denied meal and rest periods due and owing at
26 the time a Class Member's employment with Defendants terminated, and
27 failing to keep accurate records;
- 28

1 (f) Whether Defendants violated § 17200 *et seq.* of the Business and Professions
2 Code, Labor Code §§ 201-203, 204, 226.7, 512, 1174, and applicable IWC
3 Wage Orders, which constitutes a violation of fundamental public policy;

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

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

8 **C. Typicality**

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

13 **D. Adequacy of Representation**

14 30. Plaintiff will fairly and adequately represent and protect the interests of the members
15 of each Class. Plaintiff's counsel are competent and highly experienced in litigating large
16 employment class actions.

17 **E. Superiority of Class Action**

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

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

27 33. Class Plaintiff contemplates the eventual issuance of notice to the proposed Class
28 Members of each Plaintiff Classes that would set forth the subject and nature of the instant action.

1 The Defendants' own business records can be utilized for assistance in the preparation and issuance
2 of the contemplated notices. To the extent that any further notice is required additional media and/or
3 mailings can be used.

4 **5. DELAYED DISCOVERY**

5 34. Defendants, as a prospective and actual employer of non-exempt, hourly employees,
6 had a special fiduciary duty to disclose to prospective Plaintiff Classes the true facts surrounding
7 Defendants' pay practices, policies and working conditions imposed upon non-exempt, hourly
8 employees as well as the effect of any alleged arbitration agreements that may have been forced upon
9 them. In addition, upon information and belief, Defendants knew they possessed special knowledge
10 about pay practices and policies, most notably intentionally refusing to pay overtime and straight time
11 hours actually worked and recorded on Defendants' timekeeping records and the consequence of the
12 alleged arbitration agreements on the employees and class as a whole.

13 35. Plaintiff and Plaintiff Classes did not discover the fact that they were entitled to all pay
14 under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion
15 about Plaintiffs and the Class' wavier of their Constitutional rights of trial by jury, right to
16 collectively organize and oppose unlawful pay practices under California and federal law as well as
17 obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes
18 of limitation were tolled until such time as Plaintiffs discovered their claims.

19 **FIRST CAUSE OF ACTION**

20 **FOR FAILURE TO PAY WAGES UNDER THE FLSA**

21 **[FLSA 29 USC §§ 203, 206, 207]**

22 **(Against All Defendants)**

23 36. Plaintiff and the members of the Class (and subclasses) and the FLSA collective re-
24 allege and incorporate by reference all of the allegations in the preceding paragraphs of this complaint
25 as though fully set forth herein.

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

28 38. Plaintiff is informed and believes, and thereon alleges, that Defendants have required

1 the Plaintiff and FLSA collective employees as part of their employment to work off the clock and for
2 less than minimum wage under 29 U.S.C. § 206(a)(1). That Section provides the following:

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

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

9 39. Plaintiff is informed and believes, and thereon alleges, that Defendants required
10 Plaintiff and requires the FLSA collective employees to work without overtime in excess of the forty
11 (40) hours per week maximum under 29 U.S.C. § 207(a)(I). That Section provides the following:

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

16 40. In the performance of their duties for Defendants, members of the FLSA collective
17 employees often did work off the clock and over forty (40) hours per week and did not receive
18 minimum wages and overtime compensation for the work, labor and services they provided to
19 Defendants, as required by the FLSA, 29 U.S.C. §§ 206 and 207.

20 41. The precise amount of unpaid wages and unpaid overtime hours will be proven at trial.

21 42. The FLSA also imposes a record-keeping requirement on employers, including the
22 obligation to keep accurate records of all hours worked by employees. Defendants have knowingly
23 and willfully failed and continue to willfully fail to record, report, and/or preserve accurate records of
24 all hours worked by Plaintiff and FLSA collective employees. By failing to record, report, and/or
25 preserve records of all hours worked by Plaintiff and the FLSA collective employees, Defendants
26 have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201, *et seq.*

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

1 filing written consents to joinder with the Court.

2 44. Defendants' violations of the FLSA were willful within the meaning of the statute and
3 interpretive case law and decisions.

4 45. Plaintiff seeks judgment against Defendants on his own behalf and on behalf of those
5 FLSA collective employees similarly situated who file written consents to joinder in this action, for
6 all unpaid wages, including minimum and overtime wages owed by Defendants, pursuant to 29
7 U.S.C. §§ 206 and 207, together with an award of an additional equal amount as liquidated damages,
8 and costs, interest, and reasonable attorneys' fees, as provided for under 29 U.S.C. § 216(b) and
9 which may be brought in "any Federal or State court of competent jurisdiction by any one or more
10 employees for and in behalf of himself or themselves and other employees similarly situated."

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME COMPENSATION**

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

14 **(Against All Defendants)**

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

17 47. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class and
18 the subclasses thereof.

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

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

27 50. Employees in California shall not be employed more than eight hours in any work day,
28 and/or more than forty hours in any workweek, unless they receive additional compensation beyond

1 their regular wages in amounts specified by law. More specifically, Labor Code § 510 codifies the
2 right to overtime compensation at one and one-half times the regular hourly rate for hours worked in
3 excess of eight (8) hours in a day or forty (40) hours in a week.

4 51. California Labor Code § 1198 provides that “[T]he maximum hours of work and the
5 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
6 standard conditions of labor for employees. The employment of any employee for longer hours than
7 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

8 52. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the
9 applicable IWC Wage Orders also provided for payment of overtime wages equal to one and one-half
10 times an employee’s regular rate of pay for all hours worked over 8 hours a day and/or forty (40)
11 hours in a work week, and for the first eight (8) hours on the seventh consecutive day of work in a
12 work week.

13 53. Defendants, and each of them, have intentionally and improperly avoided payment of
14 overtime wages in violation of the California Labor Code and California Code of Regulations and the
15 IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement, as
16 described above. Defendants have also violated these provisions by requiring Plaintiff and other
17 similarly situated non-exempt employees to work through meal periods when they were required to
18 be clocked out. Defendants, and each of them, have also intentionally and improperly rounded,
19 changed, adjusted and/or modified certain employees’ hours, and imposed difficult to attain job and
20 scheduling requirements on Plaintiff and the Class Members, which resulted in an underpayment of
21 wages to employees over a period of time while benefiting Defendants.

22 54. At all times relevant hereto, Plaintiff and the Class Members have worked more than
23 eight (8) hours in a workday, and/or more than forty (40) hours in a workweek, as employees of
24 Defendants. During the relevant time period, Plaintiff and the Class Members were not fully paid for
25 all the hours they worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
26 a week as a result of Defendants’ above described policies and practices. In addition to the other
27 overtime payments Defendants failed to make for all off the clock work, Defendants have scheduled
28 Plaintiff and the Class Members to occasionally work shifts for seven consecutive days in a row.

1 However, Defendants followed a policy and practice of further denying overtime payments to
2 Plaintiff and the Class Members at an overtime rate of 1.5 times the regular rate for the first eight
3 hours of the seventh consecutive work day in a week and overtime payments at the rate of 2 times the
4 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under
5 the Labor Code § 510 and paragraph 3 of the applicable IWC Wage Orders.

6 55. Therefore, Plaintiff and the Class Members were not properly paid for all hours
7 worked, including for the hours worked in excess of the maximum hours permissible by law under
8 California Labor Code § 1194, § 1197 and § 1198 and the provisions of IWC Wage Orders and the
9 applicable California Code of Regulations sections.

10 56. On information and belief, Plaintiff and the Class Members allege that Defendants
11 followed an unlawful policy and practice of refusing to pay and failing to pay them for all wages
12 earned in each pay period, including by requiring and compelling off the clock work, by failing to pay
13 for overtime hours worked, and for the other reasons set forth in detail above.

14 57. As a result of Defendants' failure to pay overtime pay throughout Plaintiff and the
15 Class Members' employment, Defendants intentionally failed to provide Plaintiff and the Class
16 Members with all earned wages earned by and owed to them during the corresponding pay periods.
17 Defendants willfully violated the provisions of Labor Code § 1194, the applicable IWC Wage Orders,
18 and California law by failing to properly pay Plaintiff and the Class the overtime pay that Plaintiff
19 and the Class Members were due.

20 58. Defendants' failure to pay Plaintiff and the Class Members all wages owed to them
21 also violated California Penal Code §§ 484 and 532 (obtaining labor through false pretenses), to the
22 extent their managers specifically instructed them that they were not entitled to receive overtime
23 under the California Labor Code and related provisions for off the clock work they were required to
24 perform.

25 59. Plaintiff and the Class Members are informed and believe, and based upon that
26 information and belief therefore further allege, that Defendants knew or should have known that
27 Plaintiff and the Class did not qualify as exempt employees, and Defendants purposely elected not to
28 pay Plaintiff and the Class Members for their overtime labor performed.

1 60. By virtue of the Defendants' unlawful failure to provide overtime pay to Plaintiff and
2 the Plaintiff Classes, Plaintiff and the Class Members have suffered, and will continue to suffer,
3 damages in amounts which are presently unknown to them, but which exceed the jurisdictional limits
4 of this Court and which will be ascertained according to proof at trial.

5 61. Plaintiff and the Class Members are informed and believe, and based upon that
6 information and belief allege, that Defendants, and each of them, purposely elected not to provide
7 overtime pay.

8 62. As a result of Defendants' failure to pay overtime pay throughout Plaintiff and the
9 Class Members' employment, Plaintiff and the Class Members were deprived of wages in amounts to
10 be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
11 thereon, attorneys' fees, and costs, for Defendants' violations of Labor Code § 510 and applicable
12 IWC Wage Order provisions.

13 63. Defendants, and each of them, acted intentionally, oppressively and maliciously
14 toward Plaintiff and the Class Members with a conscious disregard of their rights, or the
15 consequences to Plaintiff and the Class Members, with the intent of depriving them of property and
16 legal rights and otherwise causing Plaintiff and the Class Members injury.

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

22 65. Further, Plaintiff and the Class Members are entitled to seek and recover reasonable
23 attorneys' fees and costs pursuant to Labor Code §§ 210 and 1194.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and Paragraph 11 of**

4 **Applicable IWC Wage Orders]**

5 **(Against All Defendants)**

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

8 67. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class
9 Members and the subclasses thereof.

10 68. Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage Order
11 provide that no employer shall employ any person for a work period of more than five (5) hours
12 without a meal period of not less than thirty (30) minutes.

13 69. Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders also
14 provide that, if an employer fails to provide an employee a meal period in accordance with this
15 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
16 compensation for each workday that the meal period is not provided.

17 70. Defendants failed to provide Plaintiff and the Class Members with meal periods as
18 required by the Labor Code, including by not providing them with the opportunity to take meal
19 breaks, by providing them late or for less than thirty (30) minutes, or by requiring them to perform
20 work during breaks. Defendants' facially non-compliant break policies also failed to even address
21 second meal periods on shifts over ten hours, and in practice they were not lawfully provided.

22 71. Defendants, and each of them, have intentionally and improperly denied meal periods
23 to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 11 of
24 the applicable IWC Wage Orders, along with other applicable regulations and statutes.

25 72. At all times relevant hereto, Plaintiff and the Class Members have worked more than
26 five (5) hours in a workday.

27 73. At all times relevant hereto, Defendants failed to provide meal periods as required by
28 Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage Orders.

1 74. By virtue of the Defendants' unlawful failure to provide meal periods to Plaintiff and
2 the Plaintiff Classes, Plaintiff and the Class Members have suffered, and will continue to suffer,
3 damages in amounts which are presently unknown to Plaintiff but which exceed the jurisdictional
4 limits of this Court and which will be ascertained according to proof at trial.

5 75. Plaintiff and the Class Members are informed and believe, and based upon that
6 information and belief allege, that Defendants, and each of them, purposely elected not to provide
7 meal periods.

8 76. Defendants, and each of them, acted intentionally, oppressively and maliciously
9 toward Plaintiff and the Class Members with a conscious disregard of their rights, or the
10 consequences to them, with the intent of depriving them of property and legal rights and otherwise
11 causing Plaintiff and the Class Members to suffer injury.

12 77. Plaintiff, individually, and on behalf of the Class, requests recovery of meal period
13 compensation pursuant to Labor Code §§ 226.7 and paragraph 11 of the applicable IWC Wage
14 Orders, as well as the assessment of any statutory penalties against these Defendants, and each of
15 them, in a sum as provided by the Labor Code and other statutes.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS**

18 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and Paragraph 11**

19 **of Applicable IWC Wage Orders]**

20 **(Against All Defendants)**

21 78. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by
22 reference the paragraphs previously alleged in this Complaint.

23 79. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
24 that employers must authorize and permit all employees to take rest periods at the rate of ten (10)
25 minutes net rest time per three and a half (3.5) work hours.

26 80. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
27 that if an employer fails to provide an employee rest period in accordance with this section, the
28 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation

1 for each workday that the rest period is not provided.

2 81. Defendants, and each of them, have intentionally and improperly denied rest periods to
3 Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the
4 applicable IWC Wage Orders. Defendants failed to authorize and permit Plaintiff and the Class
5 Members to take rest periods, as required by the Labor Code.

6 82. At all times relevant hereto, Plaintiff and the Class Members, have worked more than
7 three and a half hours in a workday. Defendants facially non-compliant rest break policy does not
8 accurately articulate all relevant requirements, and in practice all rest periods were not authorized and
9 permitted as addressed herein.

10 83. At all times relevant hereto, the Defendants, and each of them, failed to provide rest
11 periods as required by Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders.

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

16 85. Plaintiff and the Class Members are informed and believe, and based upon that
17 information and belief allege, that Defendants, and each of them, knew or should have known that
18 Plaintiff and the Class Members were entitled to rest periods and purposely elected not to provide
19 them with rest periods.

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

24 87. Plaintiff, individually, and on behalf of employees similarly situated, requests recovery
25 of rest period compensation pursuant to Labor Code §§ 226.7 and paragraph 12 of the applicable
26 IWC Wage Orders, as well as the assessment of any statutory penalties against these Defendants, and
27 each of them, in a sum as provided by the Labor Code and/or other statutes.

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FIFTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS

[CALIFORNIA LABOR CODE § 226]

(Against All Defendants)

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

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

17 90. As a result of Defendants' conduct, Plaintiff and the Class Members have suffered
18 injury in that, among other things, the lack of the required information hindered them from
19 determining the amount of wages owed and led them to believe they were not entitled to be paid
20 wages all hours worked, for overtime, missed meal and rest breaks, or for each hour of labor they
21 performed, for piece rates where applicable, and the properly hourly rate where applicable, although
22 they were so entitled. The absence of accurate wage statements has prevented timely challenges to
23 Defendants' unlawful pay practices, caused difficulty and expense in attempting to reconstruct time
24 and pay records, and resulted in the submission by Defendants of inaccurate information about wages
25 and deductions from wages to state and federal government agencies. The entitlement of Plaintiff and
26 the Class Members is to receive wage statements that accurately list the total amount of wages earned
27 and deductions from wages as reflected on wage statements, and Plaintiff and the Class Members
28 have thereby been injured by the Defendants' failure to report the total amount of wages earned

1 during each pay period on each paycheck stub. All Class Members have been similarly injured. As a
2 result of Defendants' conduct, Plaintiff and the Class Members have suffered injury because their
3 legal right to receive accurate wage statements was violated.

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

15 92. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing
16 and intentional failure to provide them with the wage and hour statements as required by law and are
17 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
18 Defendants have failed to provide a wage statement, failed to provide accurate and complete
19 information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and
20 the Plaintiff and Class Members cannot promptly and easily determine from the wage statement alone
21 one or more of the following: (i) The amount of the gross wages or net wages paid to the employee
22 during the pay period or any of the other information required to be provided on the itemized wage
23 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions
24 the employer made from gross wages to determine the net wages paid to the employee during the pay
25 period, (iii) The name and address of the employer and, (iv) The name of the employee and only the
26 last four digits of his or her social security number or an employee identification number other than a
27 social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means
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1 a reasonable person [i.e. an objective standard] would be able to readily ascertain the information
2 without reference to other documents or information.

3 93. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing and
4 intentional failure to provide them with the wage and hour statements as required by law.

5 94. Plaintiff and the Class Members are entitled to the amounts provided in Labor Code
6 § 226(e) and the failure to provide accurate itemized wage statements constitutes a violation of PAGA
7 and entitles Plaintiff and the Class Members to statutory and civil penalties provided in Labor Code §§
8 226.3, 558 and 2699 et seq. plus costs and attorneys' fees.

9 **SIXTH CAUSE OF ACTION**

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

11 **[CALIFORNIA LABOR CODE §§ 1194, 1197, 1197.1 and 558]**

12 **(Against All Defendants)**

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

15 96. Plaintiff brings these claims under California Labor Code §§ 1194, 1197, 1197.1 and
16 IWC Wage Orders 4-2001, as amended.

17 97. California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission
18 Wage Orders 4-2001 entitle non-exempt employees to an amount equal to or greater than the
19 minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no
20 part of this rate may be used as a credit against a minimum wage obligation.

21 98. Defendants did not and does not compensate Plaintiff and other hourly employees for
22 time spent off the clock, including by requiring employees to remain on-duty and to work off the
23 clock on days off or during lunch or after hours responding to calls, texts, emails and other work
24 related inquiries or to respond on work calls. This work was known or should have been known by
25 Defendants as management are and were requesting the off the clock work and receiving the work
26 related communications.

27 99. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and
28 Industrial Welfare Commission Wage Orders 4-2001, for failure to pay minimum wage, Defendants

1 liable for attorneys' fees and costs, civil penalties pursuant to California Labor Code §§ 558, 1197.1,
2 and 2698 et seq. and other relief.

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

9 101. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the
10 applicable IWC Wage Orders also provided for payment of overtime wages equal to one and one-half
11 times an employee's regular rate of pay for all hours worked over 8 hours a day and/or forty (40)
12 hours in a work week, and for the first eight (8) hours on the seventh consecutive day of work in a
13 work week.

14 102. Defendants, and each of them, have intentionally and improperly rounded, changed,
15 adjusted and/or modified certain employees' hours, including Plaintiff's, to avoid payment of
16 overtime wages and other benefits in violation of the California Labor Code and California Code of
17 Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards
18 and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other
19 similarly situated non-exempt employees to work through meal periods when they were required to
20 be clocked out or to otherwise work off the clock to complete their daily job duties.

21 103. Defendants, and each of them, have also intentionally and improperly rounded,
22 changed, adjusted, underpaid, and/or modified certain employees' hours, including by requiring off
23 the clock work, requiring work to be performed while on breaks, and by not properly paying
24 employees all overtime hours they worked and reported, and imposed difficult to attain job and
25 scheduling requirements on Plaintiff and the Class Members. This resulted in an underpayment of
26 wages to employees over a period of time while benefiting Defendants.

27 104. During the relevant time period, Plaintiff and the Class Members were not fully paid
28 for all the hours they worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours

1 in a week as a result of Defendants' above described policies and practices. Therefore, Plaintiff and
2 the Class Members were not properly paid for all of their overtime work. Defendants also followed a
3 policy and practice of further denying overtime payments to Plaintiff and the Class Members at an
4 overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work
5 day in a week and overtime payments at the rate of 2 times the regular rate for hours worked over
6 eight (8) on the seventh consecutive work day, as required under the Labor Code § 510 and paragraph
7 3 of the applicable IWC Wage Orders.

8 105. During the relevant time period, Defendants willfully failed to pay all regular and
9 overtime wages owed to Plaintiff and the Class Members.

10 106. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
11 regular wages owed and overtime compensation, as required by California law, violates the
12 provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

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

23 108. Defendants have violated provisions of the Labor Code regulating hours and days of
24 work as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class Members seek the
25 remedies set forth in Labor Code § 558.

26 109. Upon information and belief, Plaintiff alleges that Defendants' policy of failing to pay
27 employees for all hours worked whether regular time or overtime violates the Labor Code and IWC
28 Wage Orders. Pursuant to Labor Code § 1194, Plaintiff and the Class Members are entitled to recover

1 their unpaid wages owed, including their regular wages and overtime compensation, as well as
2 interest, costs and attorney's fees.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES AT LEAST TWICE IN A CALENDAR MONTH**

5 **[CALIFORNIA LABOR CODE § 204]**

6 **(Against All Defendants)**

7 110. Plaintiff and the Members of the Class (and Plaintiff Classes) re-allege and incorporate
8 by reference the paragraphs previously alleged in this Complaint

9 111. Labor Code § 204 instructs all wages are due and payable twice each calendar month.

10 112. The wages required by Labor Code § 1194 and other sections became due and payable
11 to each employee in each pay period that he or she was not provided with a meal period or rest period
12 or paid straight or overtime wages to which he or she was entitled.

13 113. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
14 under the Labor Code.

15 114. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
16 represent has been deprived of wages in amounts to be determined at trial, and is entitled to recovery
17 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor
18 Code § 210, 218.5 and 1194.

19 **EIGHTH CAUSE OF ACTION**

20 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

21 **[CALIFORNIA LABOR CODE §§ 201-203]**

22 **(Against All Defendants)**

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

25 116. Plaintiff and many of the Class Members quit or were discharged from their
26 employment with Defendants within the applicable statute of limitations.

27 117. However, Defendants failed to pay them without abatement, all wages as defined by
28 applicable California law. Among other things, these employees were not paid any of the overtime

1 compensation or premium pay referred to in this Complaint. Defendants' failure to pay said wages
2 within the required time was willful within the meaning of Labor Code § 203.

3 118. Therefore, each of these employees is entitled to one day's wages for each day he or
4 she was not timely paid all said wages due, up to a maximum of thirty (30) days' wages for each
5 employee. Because none of the employees were ever paid all earned overtime wages to which they
6 were entitled, and as referred to in this Complaint, each of these employees is entitled to thirty (30)
7 days of wages.

8 **NINTH CAUSE OF ACTION**

9 **FOR UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES**

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

11 **(Against All Defendants)**

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

14 120. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class and
15 the subclasses thereof.

16 121. At all times relevant hereto, from time to time, the Class Members have worked more
17 than eight (8) hours in a workday, and/or more than forty (40) hours in a workweek, as employees of
18 Defendants. The representative Plaintiff herein and members of the Class have had their hours
19 adjusted, changed, underpaid, and/or modified to not reflect their actual number of hours worked per
20 day and per pay period, including by Defendants' failure to pay for all overtime hours worked at the
21 appropriate rate of pay, including by requiring off the clock work before and after work shifts and
22 requiring Plaintiff and the Class to remain on-call during unscheduled work hours.

23 122. At all times relevant hereto, from time to time, Plaintiff and aggrieved employees have
24 worked more than eight (8) hours in a a workday workday and/or more than forty (40) hours in a
25 workweek, as employees of Defendants. The representative Plaintiff herein and members of the Class
26 have not been paid overtime, or have not been paid overtime at the appropriate rates, for all hours
27 worked on and after a seventh consecutive work shift.

28

1 123. At all times relevant hereto, from time to time, Plaintiff and the Class Members have
2 been denied meal breaks by Defendants.

3 124. At all times relevant hereto, from time to time, Plaintiff and the Class Members have
4 been denied rest breaks by Defendants.

5 125. Defendants, and each of them, are “persons” as defined under of Business &
6 Professions Code § 17021.

7 126. Since at least four years prior to the present Complaint filing and at all times relevant
8 hereto, by and through the conduct described herein, the Defendants have engaged in unfair, unlawful
9 and fraudulent business practices, in violation of California Business & Professions Code §§ 17200,
10 *et seq.*, and have thereby deprived Plaintiff, and all persons in interest, of fundamental rights and
11 privileges guaranteed to all employees under California law.

12 127. Defendants own, operate and manage facilities in California which provide services in
13 California to the public as defined in of Business & Professions Code §§ 17022 and 17024.

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

- 16 (a) The fact that Defendants adjusted, altered, underpaid and/or changed time
17 and/or pay schedules to reflect that employee Class Members had not worked
18 all straight time and overtime hours;
- 19 (b) The fact that Defendants required non-exempt, hourly employees to work more
20 than five (5) hour shifts without a thirty (30) minute meal period;
- 21 (c) The fact that Defendants required non-exempt, hourly employees to work more
22 than three and a half (3.5) hour shifts without a ten (10) minute rest period;
- 23 (d) The fact that Defendants required non-exempt, hourly employees to work more
24 than five (5) hours per week without a thirty (30) minutes rest period, and then
25 adjusted, altered and/or changed schedules and/or time clocks to reflect that
26 they had received a thirty (30) minute meal period;
- 27 (e) The fact that Defendants kept no detailed records of non-exempt, hourly
28 employees’ actual daily work activities, in part, to prevent Plaintiff and

1 Plaintiff Classes from recovering overtime wages from Defendants after the
2 discovery of Defendants' deceptive, fraudulent, false, unfair and unlawful
3 conduct;

4 (f) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
5 Class for all hours worked.

6 (g) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
7 Class twice monthly for all hours worked.

8 (h) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff
9 Class upon termination of employment.

10 (i) The fact that Defendants' activities related to their failure to disclose material
11 and relevant information constitutes violations of Business & Professions Code
12 § 17200.

13 129. Defendants, and each of them, have underreported to state authorities, wages earned
14 by non-exempt, hourly employees and, therefore, have underpaid state taxes, employer matching
15 funds, unemployment premiums and Worker's Compensation premiums. The aforesaid conduct is
16 criminal in nature and subjects the Defendants, and each of them, to sanctions, fines and
17 imprisonment, and is actionable under of Business & Professions Code §§ 17000, *et seq.* and 17200,
18 *et seq.*

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

22 131. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading. Non-
23 exempt, hourly employees, including Plaintiff and Plaintiff Classes are likely to be deceived by these
24 practices.

25 132. As a direct and proximate result of these acts and omissions, Plaintiff, is informed and
26 believes, and based upon that information and belief alleges, that the Defendants, and each of them,
27 were able to unfairly compete with other facilities in the state of California by not paying overtime
28 and wages in violation of Business & Professions Code Chapters 4 and 5, *et al.* Due to this unfair

1 business practice, Defendants have been able to charge lower prices for its services than the prices
2 charged by other comparable entities doing business in the state of California.

3 133. The victims of this unfair business practice include, but are not limited to, all non-
4 exempt, hourly employees of Defendants, competitors of Defendants in the state of California, and
5 the general public.

6 134. Plaintiff is informed and believes, and based upon that information and belief alleges,
7 that Defendants, and each of them, performed the above-mentioned acts with the intent of gaining an
8 unfair competitive advantage and thereby injuring Plaintiff, other employees, other competitors, and
9 the general public.

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

15 136. By and through their unfair, unlawful and/or fraudulent business practices described
16 herein, Defendants, has obtained valuable property, money and services from Plaintiff, and all
17 persons similarly situated, and has deprived Plaintiff, and all non-exempt, hourly employees of
18 valuable rights and benefits guaranteed by law, all to their detriment.

19 137. Plaintiff and the Class have injury-in-fact as a result of Defendants' conduct.
20 Moreover, Plaintiff and the Class have lost money as a direct result of Defendants' unfair, unlawful,
21 deceptive and fraudulent conduct.

22 138. All of the acts described herein as violations of, among other things, the California
23 Labor Code and Industrial Welfare Commission Wage Orders, are unlawful and in violation of public
24 policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
25 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business &
26 Professions Code §§ 17200, *et seq.*

27 139. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is entitled to,
28 and does seek such relief as may be necessary to disgorge the profits which the Defendants have

1 acquired, or of which Plaintiff has been deprived, by means of the above-described unfair, unlawful
2 and/or fraudulent business practices. Plaintiff, and the members of the Plaintiff Classes, are not
3 obligated to establish individual knowledge of the unfair practices of Defendants in order to recover
4 restitution.

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

9 141. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, has no plain,
10 speedy, and/or adequate remedy at law to redress the injuries which he has suffered as a consequence
11 of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair,
12 unlawful and/or fraudulent business practices described above, Plaintiff and the Plaintiff Class have
13 suffered and will continue to suffer irreparable harm unless the Defendants' and each of them, are
14 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

15 142. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
16 herein above, they will continue to fail to pay overtime wages to non-exempt, hourly employees. In
17 addition, Defendants, and each of them, will continue to avoid paying the appropriate taxes, insurance
18 and unemployment holdings.

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

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

27 145. As Plaintiff seeks to enforce an important right affecting the public interest, to wit, the
28 lawful payment of overtime wages as required by law the disgorgement of ill-gotten gains and the

1 restitution of unlawfully withheld wages, with interest thereon, Plaintiff requests an award of
2 attorneys' fees, pursuant to Code Civil Procedure § 1021.5.

3 **TENTH CAUSE OF ACTION**
4 **FOR VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT**

5 **[CALIFORNIA LABOR CODE §§ 2698 and 2699]**

6 **(Against All Defendants)**

7 146. Plaintiff, on behalf of himself and all other similarly aggrieved employees, re-alleges and
8 incorporates by reference, as though fully set forth herein, the paragraphs previously alleged in this
9 Complaint.

10 147. As a result of the previously alleged policies and practices, including violations of the
11 sections of the California Labor Code alleged above, Plaintiff seeks penalties under Labor Code §§ 2698
12 and 2699.

13 148. Plaintiff has met all of the requirements set forth in Labor Code § 2699.3 necessary to
14 commence a civil action against Defendants for violations of Labor Code §§ 226.7 and 512. Plaintiff sent a
15 letter to the LWDA and the Defendants as prescribed by the Code. Therefore, Plaintiff may proceed and
16 may include in the Complaint a claim for penalties pursuant to Labor Code §§ 2699, et seq.

17 149. Plaintiff, for himself and on behalf of all other similarly situated current and former
18 employees of Defendants, seeks civil penalties in the amount of:

- 19 (a) one hundred dollars (\$100.00) for each of the first violation per employee, per pay
20 period, and;
- 21 (b) two hundred dollars (\$200.00) for each subsequent violation of each such
22 provision, per employee, per pay period.
- 23 (c) For their failure to provide uninterrupted off-duty meal and rest periods,
24 Defendants are liable to all Plaintiffs for one hour of additional pay at the regular
25 rate of compensation for each workday that the full and uninterrupted, off-duty rest
26 and meal periods were not provided. Defendants are also liable for civil penalties
27 pursuant to Labor Code §§ 558 and 2699 as follows: for any initial violation,
28 \$50.00 for each Plaintiff for each pay period during which the Plaintiffs were not

1 provided proper meal and rest breaks; and for each subsequent violation \$100.00
2 for each Plaintiff for each pay period during which the Plaintiffs were not provided
3 proper meal and rest breaks.

4 (d) For Defendants’ failure to pay wages due, Plaintiffs are entitled to recover such
5 amounts, plus interest thereon, attorney’s fees and costs. Defendants are also liable
6 for civil penalties pursuant to Labor Code §§ 558 and 2699 as follows: for any
7 initial violation, \$50.00 for each Plaintiff for each pay period during which the
8 Plaintiff was not paid all earned wages; and for each subsequent violation, \$100.00
9 for each Plaintiff for each pay period during which the Plaintiff was not paid all
10 wages.

11 (e) For Defendants’ failure to furnish accurate wage statements, Plaintiffs are entitled
12 to recover the greater of all actual damages or \$50.00 for the initial violation and
13 \$100.00 for each subsequent violation, up to \$4,000.00. Defendants are
14 additionally liable for civil penalties pursuant to Labor Code §§ 226.3 and 2699 in
15 the amount of \$250.00 for each Plaintiff per initial violation and \$1,000.00 for each
16 Plaintiff per subsequent violation.

17 (f) For Defendants’ failure to keep accurate payroll records, Defendants are liable for
18 civil penalties pursuant to California Labor Code §§ 1174.5 and 2699 in the amount
19 of \$500.00 per violation.

20 150. These penalties will be allocated 75% to the Labor Workforce Development Agency
21 (“LWDA”) and 25% to the affected employees.

22 **PRAYER**

23 **WHEREFORE**, the PLAINTIFF DEMANDS and JURY TRIAL and prays for judgment as follows:

24 **ON THE FIRST CAUSE OF ACTION:**

- 25 (a) For Facilitated Notice under 29 USC § 216(b);
- 26 (b) For compensation, pursuant to the FLSA, 29 U.S.C. §§ 201, 206, 207, *et seq.*
- 27 (c) Conditional and Final Certification of a Collective Action;
- 28 (d) For interest on any compensatory damages; and

1 (e) For attorneys' fees, interest, and costs of suit pursuant to 29 U.S.C. § 216(b).

2 **ON THE SECOND CAUSE OF ACTION:**

3 (a) For compensatory damages and/or statutory damages and statutory penalties
4 resulting from improper compensation according to proof;

5 (b) For interest on any compensatory damages;

6 (c) For Certification of the Classes defined herein, or such other Classes and/or
7 subclasses as the Court will certify; and

8 (d) For attorneys' fees and costs as allowed by law.

9 **ON THE THIRD CAUSE OF ACTION:**

10 (a) For statutory compensation, including one hour of pay for each workday that a
11 lawful meal period was not provided;

12 (b) For interest on any compensatory damages;

13 (c) For Certification of the Classes defined herein, or such other Classes and/or
14 subclasses as the Court will certify;

15 (d) For attorneys' fees and costs.

16 **ON THE FOURTH CAUSE OF ACTION:**

17 (a) For statutory compensation, including one hour of pay for each workday that a
18 lawful rest period was not provided;

19 (b) For interest on any compensatory damages;

20 (c) For Certification of the Classes defined herein, or such other Classes and/or
21 subclasses as the Court will certify; and

22 (d) For attorneys' fees and costs.

23 **ON THE FIFTH CAUSE OF ACTION:**

24 (a) For statutory penalties;

25 (b) For compensatory damages and interest thereon for actual harm caused;

26 (c) For Certification of the Classes defined herein, or such other Classes and/or
27 subclasses as the Court will certify; and

28 (d) For attorneys' fees and costs as allowed by law.

1 **ON THE SIXTH CAUSE OF ACTION:**

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

8 **ON THE SEVENTH CAUSE OF ACTION:**

- 9 (a) For statutory penalties; and
10 (b) For attorneys' fees and costs as allowed by law.

11 **ON THE EIGHTH CAUSE OF ACTION:**

- 12 (a) For statutory penalties, including 30 days of pay for each employee not timely
13 paid wages upon termination;
14 (b) For penalty enhancements for willful conduct;
15 (c) For Certification of the Classes defined herein, or such other Classes and/or
16 subclasses as the Court will certify; and
17 (d) For attorneys' fees and costs.

18 **ON THE NINTH CAUSE OF ACTION:**

- 19 (a) For the equitable, injunctive and declaratory relief;
20 (b) Treble damages;
21 (c) For Certification of the Classes defined herein, or such other Classes and/or
22 subclasses as the Court will certify; and
23 (d) For disgorgement of profits.

24 **ON THE TENTH CAUSE OF ACTION:**

- 25 (a) That Defendants be ordered to pay civil penalties pursuant to violations of Labor
26 Code §§ 2698 and 2699, in the amount of \$100 for the first violation per employee
27 per pay period, and \$200 for subsequent violations per employee per pay period to
28 be allocated 75% to the LWDA and 25% to the affected employees.

1 (b) For reasonable attorney’s fees and costs as allowed by statute.

2 **ON ALL CAUSES OF ACTION:**

3 (a) For reasonable attorneys’ fees;

4 (b) For costs of suit;

5 (c) For Certification of the Classes and Subclasses, and Collective, defined herein,
6 or such other Classes and/or subclasses or collectives the Court will certify; and

7 (d) For such other and further relief as this Court may deem just and proper.
8

9 Dated: December 4, 2017

QUINTILONE & ASSOCIATES



10 By: _____
11

12 RICHARD E. QUINTILONE II,
13 GEORGE A. ALOUPAS
14 Attorneys for Plaintiff RICARDO ROMO, on
15 behalf of himself and on behalf of a Class of all
16 other persons similarly situated

16 **DEMAND FOR JURY TRIAL**

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

19 Dated: December 4, 2017

QUINTILONE & ASSOCIATES



20 By: _____
21

22 RICHARD E. QUINTILONE II,
23 GEORGE A. ALOUPAS
24 Attorneys for Plaintiff RICARDO ROMO,
25 on behalf of himself and on behalf of a Class of all
26 other persons similarly situated
27
28

1 In association with:

2 ROGER R. CARTER (SBN 140196)

3 BIANCA A. SOFONIO (SBN 179520)

4 **THE CARTER LAW FIRM**

5 23 CORPORATE PLAZA, SUITE 150

6 NEWPORT BEACH, CA 92660

7 TELEPHONE: (949) 629-2565

8 E-MAIL: RCARTER@CARTERLAWFIRM.NET; BIANCA@CARTERLAWFIRM.NET

9 MARC H. PHELPS (SBN 237036)

10 THE PHELPS LAW GROUP

11 23 CORPORATE PLAZA., SUITE 150

12 NEWPORT BEACH, CA 92660

13 TELEPHONE: (949) 629-2533

14 FACSIMILE: (949) 629-2501

15 EMAIL: MARC@PHELPSLAWGROUP.COM

16 Attorneys for Plaintiff RICARDO ROMO, on behalf of himself and on behalf of a Class of all other
17 persons similarly situated

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
ELECTRONICALLY FILED
Superior Court of California,
County of Orange
12/04/2017 at 07:04:00 PM
Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

CBRE GROUP, INC., a Delaware Corporation; and DOES 1 through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RICARDO ROMO, on behalf of himself and on behalf of a Class of all other persons similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Orange County Superior Court, Civil Complex Center
751 West Santa Ana Blvd, Santa Ana, CA 92701

CASE NUMBER:

(Número) 30-2017-00945702-CU-OE-CXC

Judge Kim G. Dunning

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Richard E. Quintilone II (SBN 200995)

Telephone No.: 949-458-9675

Quintilone & Associates, 22974 El Toro Road, Suite 100, Lake Forest, CA 92630

Fax No.: 949-458-9679

DATE: 12/04/2017
(Fecha)

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by
(Secretario)

Georgina Ramirez

Georgina Ramirez

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

EXHIBIT C

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Richard E. Quintilone II (SBN 200995) George A. Aloupas (SBN 313112) Quintilone & Associates 22974 El Toro Road, Suite 100 Lake Forest, CA 92630-4961 TELEPHONE NO.: 949.458.9675 FAX NO. (Optional): 949.458.9679 E-MAIL ADDRESS (Optional): req@quintlawn.com, gaa@quintlawn.com ATTORNEY FOR (Name): Plaintiff, Ricardo Romo, et al.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Blvd MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, Ca 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Ricardo Romo, et al. DEFENDANT/RESPONDENT: CBRE Group, Inc.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: 30-2017-00945702

TO (insert name of party being served): CBRE Group, Inc.

NOTICE

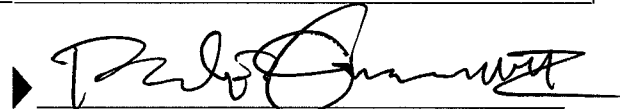
The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: December 21, 2017

Richard E. Quintilone II Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of *(to be completed by sender before mailing)*:

1. A copy of the summons and of the complaint.
2. Other (specify):

1) First Amended Complaint; 2) Summons on First Amended Complaint; 3) Civil Case Coversheet; 4) Class Action 17200 Questionnaire; 5) Notice of Reassignment

(To be completed by recipient):

Date this form is signed: January 10, 2018

Limore Torbati

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)



(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

PROOF OF SERVICE

I, the undersigned, declare as follows:

I am a citizen of the United States, over the age of 18 years, and not a party to the within action. I am an employee of or agent for Quintilone & Associates, whose business address is 22974 El Toro Rd., Suite 100, Lake Forest, CA 92630-4961.

On **January 10, 2018** I served the foregoing document(s):

NOTICE OF ACKNOWLEDGMENT AND RECEIPT

on the following parties in this action addressed as follows:

SEE ATTACHED SERVICE LIST

 X **(BY MAIL)** I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at Lake Forest, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained on this affidavit.

 (BY PERSONAL SERVICE) I delivered each such document by hand to each addressee above.

 (BY OVERNIGHT DELIVERY) I caused a true copy of each document, placed in a sealed envelope with delivery fees provided for, to be deposited in a box regularly maintained by Federal Express or Overnight Express. I am readily familiar with this firm's practice for collection and processing of documents for overnight delivery and know that in the ordinary course of Quintilone & Associates' business practice the document(s) described above will be deposited in a box or other facility regularly maintained by Federal Express or Overnight Express or delivered to a courier or driver authorized by Federal Express or Overnight Express to receive documents on the same date it is placed at Quintilone & Associates for collection.

 X **(BY E-MAIL)** I caused a true and correct copy of each document to be delivered by the Firm's and/or Court's Electronic Mail system.

 (BY FACSIMILE) By use of facsimile machine number 949.458.9679, I served a copy of the within document(s) on the above interested parties at the facsimile numbers listed above. The transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine.

Executed on **January 10, 2018**, at **Lake Forest, California**.

 (FEDERAL) I declare under penalty of perjury that the above is true and correct.

 X **(STATE)** I declare under penalty of perjury that the above is true and correct.

GEORGE A. ALOUPAS

SERVICE LIST

1
2 Gino Pasquale, Esq. Counsel for CBRE Group Inc.
3 Sheppard Mullin Richter & Hampton, LLP
4 333 S Hope St,
5 Los Angeles, CA 90071
6 Tel: 213.455.7602
7 Email: GPasquale@sheppardmullin.com

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Q&A Case No. 17.01336

EXHIBIT D

SUPERIOR COURT OF CALIFORNIA

ORANGE

751 W. Santa Ana Blvd

Santa Ana , CA 92701

(657) 622-5300

www.occourts.org

NOTICE OF CASE ASSIGNMENTCase Number: **30-2017-00945702-CU-OE-CXC**

Your case has been assigned for all purposes to the judicial officer indicated below. A copy of this information must be provided with the complaint or petition, and with any cross-complaint that names a new party to the underlying action.

ASSIGNED JUDGE	COURT LOCATION	DEPARTMENT/ROOM	PHONE
Hon. William Claster	Civil Complex Center	CX102	(657) 622-5300
Hearing:	Date:	Time:	
JUDGE	COURT LOCATION	DEPARTMENT/ROOM	PHONE
Hon.			

[x] ADR Information attached.

SCHEDULING INFORMATION**Judicial Scheduling Calendar Information**

Individual courtroom information and the items listed below may be found at: www.occourts.org.

Case Information, Court Local Rules, filing fees, forms, Civil Department Calendar Scheduling Chart, Department phone numbers, Complex Civil E-filing, and Road Map to Civil Filings and Hearings.

Ex Parte Matters

Rules for Ex Parte Applications can be found in the California Rules of Court, rules 3.1200 through 3.1207 at: www.courtinfo.ca.gov. Trials that are in progress have priority; therefore, you may be required to wait for your ex parte hearing.

Noticed Motions

- * The following local Orange County Superior Court rules are listed for your convenience:
 - Rule 307 - Telephonic Appearance Litigants - Call CourtCall, LLC at (310) 914-7884 or (888) 88-COURT.
 - Rule 380 - Fax Filing, Rule 450 - Trial Pre-Conference (Unlimited Civil)
- * All Complex Litigation cases are subject to mandatory Electronic Filing, unless excused by the Court.
- * Request to Enter Default and Judgment are strongly encouraged to be filed as a single packet.

Other Information

Hearing dates and times can be found on the Civil Department Calendar Scheduling Chart.

All fees and papers must be filed in the Clerk's Office of the Court Location address listed above.

Date: 09/25/2017

Georgina Ramirez, Deputy Clerk

NOTICE OF CASE ASSIGNMENT

Exhibit D - Page 2 of 2

EXHIBIT E


SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Civil Complex Center 751 W. Santa Ana Blvd Santa Ana, CA 92701	
SHORT TITLE: Romo vs. CBRE Group, Inc.	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: 30-2017-00945702-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), dated , have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from email address on September 27, 2017, at 1:47:37 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

QUINTILONE & ASSOCIATES
ABL@QUINTLAW.COM

QUINTILONE & ASSOCIATES
GAA@QUINTLAW.COM

QUINTILONE & ASSOCIATES
REQ@QUINTLAW.COM

Clerk of the Court, by: , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 09/27/2017 TIME: 11:29:00 AM DEPT: CX102

JUDICIAL OFFICER PRESIDING: William Claster
CLERK: Gus Hernandez
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT: None

CASE NO: 30-2017-00945702-CU-OE-CXC CASE INIT.DATE: 09/22/2017
CASE TITLE: Romo vs. CBRE Group, Inc.
CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 72670794

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The Court finds that this case is exempt from the case disposition time goals imposed by California Rule of Court 3.714 due to exceptional circumstances and estimates that the maximum time required to dispose of this case will exceed twenty-four months due to the following case evaluation factor of California Rules of Court 3.715 & 3.400: case is complex

Each party who has not paid the Complex fee of \$ 1,000 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 calendar days from date of this minute order. Failure to pay required fees may result in the dismissal of complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Case Management Conference is scheduled for 01/10/2018 at 08:30 AM in Department CX102.

This case is subject to mandatory electronic filing pursuant to Superior Court Rules, County of Orange, Rule 352. Plaintiff shall give notice of the electronic filing requirement to all parties of record or known to plaintiff, and shall attach a copy of this minute order.

The Court issues the attached Case Management Conference Order.

Court orders clerk to e-serve a copy of this Minute Order upon counsel for plaintiff(s).

DATE: 09/27/2017
DEPT: CX102

MINUTE ORDER

Page 1
Calendar No.

CASE MANAGEMENT CONFERENCE ORDER

Prior to the Initial Case Management Conference, counsel for all parties are ordered to meet and confer in person (no later than 10 days before the conference) and discuss the following topics. Additionally, counsel shall be prepared to discuss these issues with this Court at the Initial Case Management Conference:

1. Parties and the addition of parties;
2. Claims and defenses;
3. Issues of law that, if considered by the Court, may simplify or foster resolution of the case.
4. Appropriate alternative dispute resolution (ADR) mechanisms (e.g., mediation, mandatory settlement conference, arbitration, mini-trial, etc.);
5. A plan for preservation of evidence;
6. A plan for disclosure and discovery;
7. Whether it is possible to plan "staged discovery" so that information needed to conduct meaningful ADR is obtained early in the case, allowing the option to complete discovery if the ADR effort is unsuccessful;
8. Whether a structure of representation such as liaison/lead counsel is appropriate for the case in light of multiple plaintiffs and/or multiple defendants;
9. Procedures for the drafting of a Case Management Order, if appropriate;
10. Any issues involving the protection of evidence and confidentiality.

Counsel for plaintiff is to take the lead in preparing a Joint Initial Case Management Conference report to be filed on or before 1-3-18.

The Joint Initial Case Management Conference Report is to include the following:

1. A list of all parties and counsel;
2. A statement as to whether additional parties are likely to be added and a proposed date by which all parties must be served;
3. An outline of the claims and cross-claims and the parties against whom each claim is asserted;
4. Service lists and procedures for efficient service filing;
5. Whether any issues of jurisdiction or venue exist that might affect this Court's ability to proceed with this case;
6. Applicability and enforceability of arbitration clauses;
7. A list of all related litigation pending in other courts, a brief description of any such litigation, and a statement as to whether any additional related litigation is anticipated;
8. A description of core factual and legal issues;
9. A description of legal issues that, if decided by the Court, may simplify or further resolution of the case;

10. Whether discovery should be conducted in phases or limited; and if so, the order of phasing or types of limitations on discovery;
11. Whether particular documents and witness information can be exchanged by agreement of the parties;
12. The parties' tentative views on an ADR mechanism and how such mechanism might be integrated into the course of the litigation;
13. The usefulness of a written case management order; and
14. A target date and a time estimate for trial.

To the extent the parties are unable to agree on the matters to be addressed in the Joint Initial Case Management Conference Report, the positions of each party or of various parties shall be set forth separately. The parties are NOT to use the case management conference form for non-complex cases (Judicial Council Form CM-110).

Plaintiff shall give notice of the Case Management Conference and serve a copy of this order upon any defendants presently or subsequently served.

ATTORNEYS APPEARING AT THE CASE MANAGEMENT CONFERENCE MUST BE FULLY FAMILIAR WITH THE PLEADINGS AND THE AVAILABLE FACTUAL INFORMATION, AND MUST ALSO HAVE THE AUTHORITY TO ENTER INTO STIPULATIONS. THESE REQUIREMENTS SHALL ALSO APPLY TO ANY FUTURE STATUS CONFERENCES HELD IN THIS CASE.

The Court orders a stay on discovery until after the initial Case Management Conference is held. Notwithstanding the stay, the Court encourages the parties to engage in an informal exchange of information and documents.

EXHIBIT F

1 ROGER R. CARTER (SBN 140196)
2 BIANCA A. SOFONIO (SBN 179520)
3 **THE CARTER LAW FIRM**
4 23 CORPORATE PLAZA, SUITE 150
5 NEWPORT BEACH, CA 92660
6 TELEPHONE: (949) 629-2565
7 E-MAIL: RCARTER@CARTERLAWFIRM.NET; BIANCA@CARTERLAWFIRM.NET

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
10/05/2017 at 04:07:00 PM
Clerk of the Superior Court
By Sarah Loose, Deputy Clerk

8 Attorneys for Plaintiff, RICARDO ROMO on behalf of himself and on behalf of a Class of all other
9 persons similarly situated.

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF ORANGE – COMPLEX CIVIL**

12 RICARDO ROMO, on behalf of himself and on
13 behalf of a Class of all other persons similarly
14 situated

15 Plaintiff,

16 vs.

17 CBRE GROUP, INC., a Delaware Corporation;
18 and DOES 1 through 100, inclusive,

19 Defendants.

Case No.: 30-2017-00945702-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:
Hon. William Claster
Dept.: CX-102


**AFFIDAVIT OF PREJUDICE PEREMPTORY
CHALLENGE TO JUDICIAL OFFICER
WILLIAM CLASTER (C.C.P. § 170.6;
DECLARATION OF BIANCA A. SOFONIO,
ESQ.**

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Complaint Filed: September 22, 2017

1 Pursuant to California Code of Civil Procedure § 170.6, Plaintiff Ricardo Romo, on behalf of
2 himself and all others similarly situated, hereby moves to disqualify the Honorable William Claster
3 from presiding over this action. This Motion is supported by the attached declaration of Bianca A.
4 Sofonio, Esq.

5
6 Dated: October 5, 2017

THE CARTER LAW FIRM

7
8 By: 
9 ROGER R CARTER,
10 BIANCA A SOFONIO,
11 Attorney for Plaintiff RICARDO ROMO, on
12 behalf of himself and on behalf of a Class of all
13 other persons similarly situated
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DECLARATION OF BIANCA A. SOFONIO, ESQ.

I, Bianca A. Sofonio, declare and state as follows:

1. I am an associate attorney of The Carter Law Firm, counsel of record for Plaintiff Ricardo Romo in the above-captioned matter. I am admitted to practice law before all courts of the State of California. I have personal knowledge of the facts set forth herein and if called as a witness, I could and would testify competently thereto.

2. The Honorable William Claster, the judge to whom this action has been assigned for all purposes, including trial, is prejudiced against Plaintiff or his counsel, or the interests of Plaintiff or his counsel, so that Plaintiff cannot, or Plaintiff believes that he cannot, have a fair and impartial trial or hearing before said Judge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on **October 5, 2017** at Newport Beach, California.


BIANCA A. SOFONIO

EXHIBIT G

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

9 ROGER CARTER (SBN 140196)
10 **THE CARTER LAW FIRM**
11 23 CORPORATE PLAZA DRIVE, SUITE 150
12 NEWPORT BEACH CA 92660
13 TELEPHONE NO. (949) 260-4737
14 FACSIMILE NO. (949) 260-4754
15 EMAIL: RCARTER@CARTERLAWFIRM.NET

16 Attorneys for Plaintiff, RICARDO ROMO in association with counsel below, on behalf of himself and
17 on behalf of a Class of all other persons similarly situated

18 **SUPERIOR COURT OF CALIFORNIA**
19 **COUNTY OF ORANGE – COMPLEX CIVIL**

20 RICARDO ROMO, on behalf of himself and on
21 behalf of a Class of all other persons similarly
22 situated

23 Plaintiff,

24 vs.

25 CBRE GROUP, INC., a Delaware Corporation;
26 and DOES 1 through 100, inclusive,

27 Defendants.

28 **Case No.: 30-2017-00945702-CU-OE-CXC**

CLASS ACTION

Assigned For All Purposes To:

Hon. Kim G. Dunning

Dept.: CX-104

NOTICE OF REASSIGNMENT OF CASE

Complaint Filed: September 22, 2017

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 NOTICE IS HEREBY GIVEN that the case has been reassigned to **Department CX-104** of
3 the Orange County Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California,
4 before the **Hon. Kim G. Dunning**. Plaintiff was Ordered to give Notice to all parties as described in
5 **Exhibit A.**

6
7 Dated: October 10, 2017

QUINTILONE & ASSOCIATES

8 

9 By: _____

10 RICHARD E. QUINTILONE II,
11 ALVIN B. LINDSAY,
12 GEORGE A. ALOUPAS
13 Attorneys for Plaintiff RICARDO ROMO, on
behalf of himself and on behalf of a Class of all
other persons similarly situated

14 In association with:

15 MARC H. PHELPS (SBN 237036)
16 THE PHELPS LAW GROUP
17 23 CORPORATE PLAZA., SUITE 150
18 NEWPORT BEACH, CA 92660
19 TELEPHONE: (949) 629-2533
FACSIMILE: (949) 629-2501
EMAIL: MARC@PHELPSLAWGROUP.COM

20 Attorneys for Plaintiff RICARDO ROMO, on behalf of himself and on behalf of a Class of all other
21 persons similarly situated
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Exhibit “A”

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 10/10/2017

TIME: 04:04:00 PM

DEPT: C14

JUDICIAL OFFICER PRESIDING: Supervising Judge Robert J. Moss

CLERK: Betsy Zuanich

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: None

CASE NO: **30-2017-00945702-CU-OE-CXC** CASE INIT.DATE: 09/22/2017

CASE TITLE: **Romo vs. CBRE Group, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 72678316

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

A Peremptory Challenge under C.C.P. § 170.6 as to the Honorable William Claster, in Department CX102, having been filed on 10/05/2017, by Plaintiff, Ricardo Romo on behalf of himself and on behalf of Class of all other persons similarly situated, and this matter having been transferred to C14 for reassignment, the Court now rules as follows:

This case is reassigned to the Honorable Kim G. Dunning, in Department CX104, for all purposes.

Counsel to contact clerk in Department CX104 within 15 days of receipt of this order to reschedule any pending hearings.

Each party who has not paid the Complex fee of \$1000.00 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 calendar days from date of this minute order. Failure to pay required fees may result in the dismissal of complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Court determines that for purposes of exercising C.C.P. § 170.6 rights, there are two sides to this matter unless the contrary is brought to the attention of the Court, by Ex-Parte motion. Counsel has 15 days from the date of the enclosed certificate of mailing in which to exercise any rights under C.C.P. § 170.6.

Clerk to give notice to Plaintiff, Ricardo Romo on behalf of himself and on behalf of Class of all other persons similarly situated, and Plaintiff, Ricardo Romo on behalf of himself and on behalf of Class of all other persons similarly situated, to give notice to all other parties.

DATE: 10/10/2017

MINUTE ORDER

Page 1

DEPT: C14

Calendar No.

Plaintiff to file proof of service with the court within ten (10) days.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Civil Complex Center 751 W. Santa Ana Blvd Santa Ana, CA 92701	
SHORT TITLE: Romo vs. CBRE Group, Inc.	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: 30-2017-00945702-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Minute Order dated 10/10/17, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from email address on October 10, 2017, at 4:12:21 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

QUINTILONE & ASSOCIATES
 ABL@QUINTLAW.COM

QUINTILONE & ASSOCIATES
 GAA@QUINTLAW.COM

QUINTILONE & ASSOCIATES
 REQ@QUINTLAW.COM

Clerk of the Court, by: *B. Guanich* , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

PROOF OF SERVICE

I, the undersigned, declare as follows:

I am a citizen of the United States, over the age of 18 years, and not a party to the within action. I am an employee of or agent for Quintilone & Associates, whose business address is 22974 El Toro Rd., Suite 100, Lake Forest, CA 92630-4961.

On **October 10, 2017** I served the foregoing document(s):

NOTICE OF REASSIGNMENT OF CASE

on the following parties in this action addressed as follows:

SEE ATTACHED SERVICE LIST

 X **(BY MAIL)** I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at Lake Forest, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained on this affidavit.

 (BY PERSONAL SERVICE) I delivered each such document by hand to each addressee above.

 (BY OVERNIGHT DELIVERY) I caused a true copy of each document, placed in a sealed envelope with delivery fees provided for, to be deposited in a box regularly maintained by Federal Express or Overnight Express. I am readily familiar with this firm's practice for collection and processing of documents for overnight delivery and know that in the ordinary course of Quintilone & Associates' business practice the document(s) described above will be deposited in a box or other facility regularly maintained by Federal Express or Overnight Express or delivered to a courier or driver authorized by Federal Express or Overnight Express to receive documents on the same date it is placed at Quintilone & Associates for collection.

 X **(BY E-MAIL)** I caused a true and correct copy of each document to be delivered by the Firm's and/or Court's Electronic Mail system.

 (BY FACSIMILE) By use of facsimile machine number 949.458.9679, I served a copy of the within document(s) on the above interested parties at the facsimile numbers listed above. The transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine.

Executed on **October 10, 2017**, at **Lake Forest, California**.

 (FEDERAL) I declare under penalty of perjury that the above is true and correct.

 X **(STATE)** I declare under penalty of perjury that the above is true and correct.



RICHARD E. QUINTILONE II, ESQ.

SERVICE LIST

1
2 Barbra Diallo, Esq. Counsel for CBRE Group Inc.
3 Senior Counsel - Employment
4 CBRE, Inc., Legal Services
5 400 South Hope Street, 25th Floor
6 Los Angeles, CA 90071
7 Tel: 213 613 3540
8 Fax: 213 613 3005
9 Email Barbra. Diallo@cbre.com

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Q&A Case No. 17.01336

EXHIBIT H

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
DEREK R. HAVEL, Cal Bar No. 193464
3 CASSIDY M. ENGLISH, Cal. Bar No. 268103
LIMORE TORBATI, Cal. Bar No. 301932
4 333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
5 Telephone: 213.620.1780
Facsimile: 213.620.1398

6 Attorneys for Defendant CBRE GROUP, INC.

7
8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ORANGE – COMPLEX CIVIL

10 RICARDO ROMO, on behalf of himself and
11 on behalf of a Class of all other persons
similarly situated,

12 Plaintiff,

13 v.

14 CBRE GROUP, INC., a Delaware
15 Corporation; and DOES 1 through 100,
inclusive,

16 Defendants.
17

Case No. 30-2017-00945702-CU-OE-CXC
Assigned to: Hon. Kim G. Dunning
Dept. CX104

DEFENDANT CBRE GROUP, INC.’S:

**(1) NOTICE OF MOTION AND MOTION
FOR PEREMPTORY CHALLENGE
PURSUANT TO CODE OF CIVIL
PROCEDURE SECTION 170.6;**

**(2) MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF;
AND**

**(3) DECLARATION OF LIMORE
TORBATI IN SUPPORT THEREOF**

Complaint Filed: September 22, 2017
FAC Filed: December 4, 2017
Trial Date: None

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24 TO THE HONORABLE COURT, PLAINTIFF AND HIS ATTORNEYS OF RECORD:
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1 PLEASE TAKE NOTICE that Defendant CBRE Group, Inc. hereby moves that this case,
2 which has been assigned to the Honorable Kim G. Dunning of Department CX104 of the above-
3 referenced court, be reassigned from that judge and that all matters hereinafter arising in this case
4 be heard or assigned by another judge of the court, on the ground that said judge is prejudiced
5 against Defendant, the interest of Defendant or Defendant's counsel.

6 This motion is made pursuant to the Code of Civil Procedure section 170.6.

7 This motion is based upon this Notice, the attached Memorandum of Points and
8 Authorities, and the attached declaration of Limore Torbati.

9

10 Dated: January 29, 2018

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

11

12

13

By



14

DEREK R. HAVEL
CASSIDY M. ENGLISH
LIMORE TORBATI

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Attorneys for Defendant
CBRE GROUP, INC.

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MEMORANDUM OF POINTS AND AUTHORITIES

Pursuant to Code of Civil Procedure section 170.6, Defendant CBRE Group, Inc. moves the Court for an order assigning this case to a different judge. Code of Civil Procedure section 170.6 states that no judge shall try any action or hear any matter in a case when it is established that the judge is prejudiced against any party or attorney appearing in the action.

Any party or attorney may establish the required prejudice by a written motion, without notice, supported by a declaration under penalty of perjury, that the assigned judge is prejudiced against the party or attorney or the interest of that party or attorney, so that the party or attorney cannot, or believes he or she cannot, have a fair or impartial trial or hearing before that judge. See C.C.P. § 170.6(a)(2).

Code of Civil Procedure section 170.6 further provides: “If directed to the trial of a cause that has been assigned to a judge for all purposes, the motion shall be made to the assigned judge or to the presiding judge by a party within 15 days after notice of the all-purpose assignment, or if the party has not yet appeared in the action, then within 15 days after the appearance.” C.C.P. § 170.6(a)(2).

As set forth in the declaration of Limore Torbati, this motion is timely and proper because: (1) Defendant has not yet appeared in this action; (2) Defendant has not previously filed any motion under Code of Civil Procedure section 170.6; and (3) Judge Dunning has not made any ruling on a contested issue of fact.

Dated: January 29, 2018

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By



DEREK R. HAVEL
CASSIDY M. ENGLISH
LIMORE TORBATI

Attorneys for Defendant
CBRE GROUP, INC.

DECLARATION OF LIMORE TORBATI

I, Limore Torbati, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California. I am an associate at the law firm of Sheppard, Mullin, Richter & Hampton LLP, counsel for Defendant CBRE Group, Inc. in the above-entitled action. I have personal knowledge of the facts set forth herein and, if called and sworn as a witness, could and would testify competently thereto.

2. I submit this declaration in support of Defendant CBRE Group, Inc.'s Peremptory Challenge pursuant to Code of Civil Procedure section 170.6.

3. The Honorable Kim G. Dunning, the judge to whom the aforesaid action has been assigned, is prejudiced against Defendant or the interests of Defendant or its counsel so that Defendant cannot have a fair and impartial hearing of any matter before Judge Dunning. Based on the foregoing, I respectfully request on behalf of Defendant that Judge Dunning be disqualified from hearing any trial or other matter in this case, pursuant to Code of Civil Procedure section 170.6.

4. Plaintiff filed the Complaint on September 22, 2017. Plaintiff filed the First Amended Complaint on December 4, 2017. Defendant signed the Notice and Acknowledgement of Receipt of the First Amended Complaint and summons on January 10, 2018. Defendant's deadline to file a responsive pleading is February 9, 2018. Defendant has not yet appeared in this action. Defendant's peremptory challenge is being made prior to its appearance in this action and is therefore within the time limit set forth in Code of Civil Procedure section 170.6(a)(2).

5. Defendant has not previously filed any motion under Code of Civil Procedure section 170.6 in this action. To date, Judge Dunning has not made any ruling on a contested issue of fact.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 29, 2018 at Los Angeles, California.



Limore Torbati

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 333 South Hope Street, 43rd Floor, Los Angeles, CA 90071-1422.

On January 29, 2018, I served true copies of the following document(s) described as **DEFENDANT CBRE GROUP, INC.'S: (1) NOTICE OF MOTION AND MOTION FOR PEREMPTORY CHALLENGE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 170.6; (2) MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; AND (3) DECLARATION OF LIMORE TORBATI IN SUPPORT THEREOF** on the interested parties in this action as follows:

**Richard E. Quintilone II, Esq.
George A. Aloupas, Esq.
Quintilone & Associates
22974 El Toro Road, Suite 100
Lake Forest. CA 92630-4961**

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred.

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

Executed on January 29, 2018, at Los Angeles, California.



Gino M. Pasquale

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
 A Limited Liability Partnership
 Including Professional Corporations
 2 DEREK R. HAVEL, Cal Bar No. 193464
 3 CASSIDY M. ENGLISH, Cal. Bar No. 268103
 LIMORE TORBATI, Cal. Bar No. 301932
 4 333 South Hope Street, 43rd Floor
 Los Angeles, California 90071-1422
 5 Telephone: 213.620.1780
 6 Facsimile: 213.620.1398

7 Attorneys for Defendant CBRE GROUP, INC.

8 SUPERIOR COURT OF CALIFORNIA
 9 COUNTY OF ORANGE – COMPLEX CIVIL

11 RICARDO ROMO, on behalf of himself and
 12 on behalf of a Class of all other persons
 similarly situated,

13 Plaintiff,

14 v.

15 CBRE GROUP, INC., a Delaware
 16 Corporation; and DOES 1 through 100,
 17 inclusive,

18 Defendants.

Case No. 30-2017-00945702-CU-OE-CXC
 Assigned to: Hon. Kim G. Dunning
 Dept. CX104

**[PROPOSED] ORDER GRANTING
 DEFENDANT CBRE GROUP, INC.'S
 PEREMPTORY CHALLENGE
 PURSUANT TO CODE OF CIVIL
 PROCEDURE SECTION 170.6**

Complaint Filed: September 22, 2017
 FAC Filed: December 4, 2017
 Trial Date: None

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The motion of Defendant CBRE Group, Inc., to disqualify the Honorable Kim G. Dunning pursuant to Code of Civil Procedure section 170.6 is GRANTED.

This matter is ordered sent back to the judge supervising the master calendar for reassignment.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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On January 29, 2018, I served true copies of the following document(s) described as **[PROPOSED] ORDER GRANTING DEFENDANT CBRE GROUP, INC.'S PEREMPTORY CHALLENGE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 170.6** on the interested parties in this action as follows:

**Richard E. Quintilone II, Esq.
George A. Aloupas, Esq.
Quintilone & Associates
22974 El Toro Road, Suite 100
Lake Forest. CA 92630-4961**

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

Executed on January 29, 2018, at Los Angeles, California.



Gino M. Pasquale

EXHIBIT I

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 02/01/2018

TIME: 01:56:00 PM

DEPT: C14

JUDICIAL OFFICER PRESIDING: Supervising Judge Robert J. Moss

CLERK: Betsy Zuanich

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: None

CASE NO: **30-2017-00945702-CU-OE-CXC** CASE INIT.DATE: 09/22/2017

CASE TITLE: **Romo vs. CBRE Group, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 72747192

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

A Peremptory Challenge under C.C.P. Section 170.6 as to the Honorable Kim G. Dunning, Department CX104, having been filed on 01/29/2018, by Defendant CBRE Group, Inc., and this matter having been transferred to C14 for reassignment, the Court now rules as follows:

This case is reassigned to the Honorable Glenda Sanders, Department CX101, for all purposes.

Counsel to contact clerk in Department CX101 within 15 days of receipt of this order to reschedule any pending hearings.

Each party who has not paid the Complex fee of \$1000.00 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 calendar days from date of this minute order. Failure to pay required fees may result in the dismissal of complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Court determines that for purposes of exercising C.C.P. Section 170.6 rights, there are two sides to this matter unless the contrary is brought to the attention of the Court, by Ex-Parte motion. Counsel has 15 days from the date of the enclosed certificate of mailing in which to exercise any rights under C.C.P. Section 170.6.

Clerk to give notice by e-Service to Plaintiff and Plaintiff to give notice to all other parties.

Plaintiff to file proof of service with the court within 10 days.

EXHIBIT J

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

02/07/2018 at 02:41:00 PM

Clerk of the Superior Court
By Olga Lopez, Deputy Clerk

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
DEREK R. HAVEL, Cal Bar No. 193464
3 CASSIDY M. ENGLISH, Cal. Bar No. 268103
LIMORE TORBATI, Cal. Bar No. 301932
4 333 South Hope Street, 43rd Floor
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5 Telephone: 213.620.1780
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6 Attorneys for Defendant
7 CBRE GROUP, INC.

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ORANGE – COMPLEX CIVIL

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RICARDO ROMO, on behalf of himself and
on behalf of a Class of all other persons
similarly situated,

Plaintiff,

v.

CBRE GROUP, INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2017-00945702-CU-OE-CXC
Assigned to: Hon. Glenda Sanders
Dept. CX101

**DEFENDANT CBRE GROUP, INC.’S
ANSWER TO PLAINTIFF’S
UNVERIFIED FIRST AMENDED
COMPLAINT**

Complaint Filed: September 22, 2017
FAC Filed: December 4, 2017
Trial Date: None

1 Defendant CBRE Group, Inc. hereby answers Plaintiff Ricardo Romo’s unverified First
2 Amended Complaint (“FAC”) as follows:

3 **GENERAL DENIAL**

4 Pursuant to Code of Civil Procedure section 431.30(d), Defendant generally denies each
5 and every allegation of Plaintiff’s unverified FAC. Defendant further denies, generally and
6 specifically, that Plaintiff, or any member of the putative class, has been damaged in the amount
7 alleged, or in any other sum, or at all, by reason of any act, omission to act, conduct or liability on
8 the part of Defendant, or on the part of any of Defendant’s agents, servants, employees,
9 representatives or any other person or entity for whose acts Defendant is responsible.

10 **AFFIRMATIVE DEFENSES**

11 **FIRST AFFIRMATIVE DEFENSE**

12 (Failure to State a Cause of Action)

13 1. The FAC, and each and every purported cause of action alleged therein, fails to
14 state facts sufficient to constitute a cause of action against Defendant.

15 **SECOND AFFIRMATIVE DEFENSE**

16 (Statute of Limitations)

17 2. The FAC, and each purported cause of action alleged therein, is barred by
18 applicable statutes of limitations, including but not limited to Code of Civil Procedure Sections
19 337, 338, 339, 340, and 343; Business and Professions Code Section 17208; Labor Code Section
20 2699, *et seq*; and 29 U.S.C. §255.

21 **THIRD AFFIRMATIVE DEFENSE**

22 (Failure to Exhaust Administrative Remedies)

23 3. The FAC, and each purported cause of action alleged therein, is barred because
24 Plaintiff failed to exhaust his administrative remedies before filing suit.

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FOURTH AFFIRMATIVE DEFENSE

(Laches)

4. Defendant is informed and believes, and based upon such information and belief alleges, that the FAC, and each and every claim therein, is barred by the doctrine of laches, in that Plaintiff unreasonably delayed in bringing the action.

FIFTH AFFIRMATIVE DEFENSE

(Estoppel)

5. Defendant is informed and believes, and based upon such information and belief alleges, that Plaintiff's claims are barred for the reason that, by his actions, Plaintiff is estopped from bringing any cause of action.

SIXTH AFFIRMATIVE DEFENSE

(Waiver)

6. Defendant is informed and believes, and based upon such information and belief alleges, that by his conduct, Plaintiff has waived some or all of the causes of action asserted in the FAC.

SEVENTH AFFIRMATIVE DEFENSE

(Consent)

7. Defendant is informed and believes, and based upon such information and belief alleges, that Plaintiff's claims against Defendant are barred, in whole or in part, because any alleged actions made by Defendant were consented to by Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE

(Unclean Hands)

8. Defendant is informed and believes, and based upon such information and belief alleges, that the FAC, and each cause of action therein, is barred by the doctrine of unclean hands.

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NINTH AFFIRMATIVE DEFENSE

(Lack of Standing)

9. Defendant is informed and believes, and based upon such information and belief alleges, that Plaintiff lacks standing to assert the FAC or any purported cause of action alleged therein.

TENTH AFFIRMATIVE DEFENSE

(Representative Action/Class Action)

10. The FAC does not state facts sufficient to permit Plaintiff to proceed on behalf of others in a representative capacity under the Private Attorneys General Act or the Fair Labor Standards Act, as a class representative under Code of Civil Procedure section 382, or other means.

ELEVENTH AFFIRMATIVE DEFENSE

(Civil Penalties Unconstitutional – Due Process)

11. The penalties sought in Plaintiff’s FAC violate the Due Process Clauses of the United States and California Constitutions.

TWELFTH AFFIRMATIVE DEFENSE

(Civil Penalties Unconstitutional – Excessive Fines)

12. The penalties sought in Plaintiff’s FAC violate the Excessive Fines Clauses of the United States and California Constitutions.

THIRTEENTH AFFIRMATIVE DEFENSE

(*De Minimis* Activities)

13. Time that Plaintiff or the putative class members worked for which they were not compensated, if any, was *de minimis* and therefore not compensable.

FOURTEENTH AFFIRMATIVE DEFENSE

(Adequacy of Remedy at Law)

14. Plaintiff’s claims for equitable relief fail because Plaintiff may pursue adequate legal remedies.

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FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Comply With Employer Instructions)

15. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff failed to comply with all the directions of their employer concerning the services for which they were engaged. (Lab. Code § 2856).

SIXTEENTH AFFIRMATIVE DEFENSE

(Safe Harbor)

16. Defendant is informed and believes, and based upon such information and belief alleges, Plaintiff's claim based upon Business and Professions Code section 17200, *et seq.* is barred because the conduct alleged falls within a safe harbor.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Set-Off/Offset/Recoupment)

17. The FAC, and each and every purported cause of action alleged therein, is subject to setoff, offset and/or recoupment to the extent that Plaintiff or the putative class members and/or allegedly aggrieved employees have already been compensated for the hours worked for which they seek compensation.

EIGHTEENTH AFFIRMATIVE DEFENSE

(No Willful Violation)

18. Plaintiff's claims, or parts thereof, are barred because Plaintiff is not entitled to any penalty award under section 203 of the Labor Code since, at all times relevant and material herein, Defendant did not knowingly and intentionally fail to comply with the compensation provisions of Labor Code sections 200 *et seq.*, but rather acted in good faith and had reasonable grounds for believing that it did not violate the provisions of the Labor Code or the applicable Industrial Welfare Commission Wage Order.

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NINETEENTH AFFIRMATIVE DEFENSE

(Primary Jurisdiction Doctrine)

19. The FAC, and each and every purported cause of action alleged therein, should be abated in the Court's discretion and Plaintiff should be ordered to pursue his administrative remedies with the Division of Labor Standards Enforcement and/or Workforce Development Agency, which have primary jurisdiction over these claims.

TWENTIETH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

20. The FAC, and each purported cause of action alleged therein, is barred because Plaintiff failed to exhaust her administrative remedies.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Failure to Exhaust Internal Remedies)

21. The FAC, and each purported cause of action alleged therein, is barred because Plaintiff failed to exhaust her internal remedies before filing suit.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Failure to Arbitrate)

22. The FAC and each cause of action therein are barred because the controversies alleged in the FAC and in each cause of action therein are subject to a written agreement to arbitrate between the parties, which includes an express class/collective action waiver.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Misrepresentation)

23. Plaintiff's claims are barred, in whole or in part, because in doing the things alleged in the FAC, Defendant acted in reliance on misrepresentations by Plaintiff and the putative class members, including but not limited to misrepresentations regarding meal breaks, rest breaks, and hours worked.

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TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Detrimental Reliance)

24. Plaintiff and/or members of the putative class are barred from recovering any relief on the FAC or any purported cause of action alleged therein because Defendant relied on representations made by Plaintiff and/or members of the putative class in taking actions alleged in the FAC and/or Defendant took such actions, if any, because Plaintiff and/or members of the putative class failed to notify Defendant of necessary information and/or deliberately prevented Defendant from acquiring knowledge of such information.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Overtime Exemption)

25. Plaintiff and/or members of the putative class are barred from recovering any relief on the FAC or any purported cause of action alleged therein because Defendant relied on a lawful overtime exemption, including but not limited to those set forth in Labor Code section 511.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(No Employment Relationship)

26. Plaintiff had no employment relationship with Defendant. Plaintiff was never employed by Defendant.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Federal Preemption)

27. Defendant alleges that, to the extent Plaintiff's claims involve conduct that is, or seek remedies that are, governed or regulated by federal law, such as the Fair Labor Standards Act and/or the Federal Arbitration Action, Plaintiff's claims are preempted.

RESERVATION OF RIGHT TO AMEND ANSWER

Defendant hereby gives notice that it intends to rely on such other and further defenses as may become available during discovery in this action and reserves the right to amend its General Denial and Affirmative Defenses to assert any such defense.

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REQUEST FOR RELIEF

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff be granted no relief in this action against Defendant;
2. That judgment be rendered in favor of Defendant and against Plaintiff on each and every cause of action alleged in the FAC;
3. That Defendant recovers its reasonable attorneys' fees incurred herein, pursuant to Labor Code section 218.5, and any other applicable law; and
4. For such other and further relief as this Court deems just and proper.

Dated: February 7, 2018

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By



DEREK R. HAVEL
 CASSIDY M. ENGLISH
 LIMORE TORBATI

Attorneys for Defendant
 CBRE GROUP, INC.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 333 South Hope Street, 43rd Floor, Los Angeles, CA 90071-1422.

On February 7, 2018, I served true copies of the following document(s) described as **DEFENDANT CBRE GROUP, INC.'S ANSWER TO PLAINTIFF'S UNVERIFIED FIRST AMENDED COMPLAINT** on the interested parties in this action as follows:

**Richard E. Quintilone II, Esq.
George A. Aloupas, Esq.
Quintilone & Associates
22974 El Toro Road, Suite 100
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 7, 2018, at Los Angeles, California.



Gino M. Pasquale

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wage and Hour Suit Filed Against CBRE Group in California](#)
