

1 Edwin Aiwazian (SBN 232943)
2 **LAWYERS for JUSTICE, PC**
3 410 West Arden Avenue, Suite 203
4 Glendale, California 91203
5 Tel: (818) 265-1020 / Fax: (818) 265-1021

6 *Attorneys for Plaintiff*

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 07 2011

John A. Clarke/Executive Officer/Clerk

By Amber LaFleur Clayton Deputy

D.324 Emille Elias CW

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

9 JEREMY WISS; individually, and on
10 behalf of other members of the general
11 public similarly situated;

12 **Plaintiff,**

13 vs.

14 DOUGLAS EMMETT, INC., a
15 Maryland corporation; DOUGLAS
16 EMMETT MANAGEMENT, INC., a
17 Delaware corporation; DOUGLAS
18 EMMETT, LLC, an unknown business
19 entity; and DOES 1 through 100,
20 inclusive,

21 **Defendants.**

Case No.:

BC474789

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code § 1194
(Unpaid Minimum and Overtime Wages)
- (2) Violation of California Business and
Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

CIT/CASE: BC474789 LEA/DEF#: _____
RECEIPT #: CH503057029
DATE PAID: 12-07-11 02:01:28 PM
PAYMENT: \$395.00
RECEIVED: 0310
CHECK: 395.00
CASH: _____
CHANGE: _____
CARD: _____

1 COMES NOW, Plaintiff JEREMY WISS ("Plaintiff"), individually, and on
2 behalf of other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to the California Code of Civil
5 Procedure section 382. The monetary damages and restitution sought by Plaintiff
6 exceed the minimal jurisdiction limits of the Superior Court and will be established
7 according to proof at trial. The "amount in controversy" for Plaintiff, including claims
8 for compensatory damages, penalties, interest, and attorneys' fees, is less than seventy-
9 five thousand dollars (\$75,000).

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

15 3. This Court has jurisdiction over all Defendants because, upon
16 information and belief, each party is either a citizen of California, has sufficient
17 minimum contacts in California, or otherwise intentionally avails itself of the California
18 market so as to render the exercise of jurisdiction over it by the California courts
19 consistent with traditional notions of fair play and substantial justice.

20 4. Venue is proper in this Court because, upon information and belief,
21 Defendant maintains offices, has agents, and/or transacts business in the State of
22 California, County of Los Angeles. Furthermore, Plaintiff resides in the State of
23 California, County of Los Angeles, and the acts and omissions alleged herein took place
24 in the State of California, County of Los Angeles.

25 **PARTIES**

26 5. Plaintiff JEREMY WISS ("Plaintiff") is an individual residing in the State
27 of California, County of Los Angeles.

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

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

10 8. At all times herein relevant, DOUGLAS EMMETT and DOES 1 through
11 100, and each of them, were the agents, partners, joint venturers, representatives,
12 servants, employees, successors-in-interest, co-conspirators and assigns, each of the
13 other, and at all times relevant hereto were acting within the course and scope of their
14 authority as such agents, partners, joint venturers, representatives, servants, employees,
15 successors, co-conspirators and assigns, and all acts or omissions alleged herein were
16 duly committed with the ratification, knowledge, permission, encouragement,
17 authorization and consent of each defendant designated herein.

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

26 10. DOUGLAS EMMETT and DOES 1 through 100 will hereinafter
27 collectively be referred to as “Defendants.”

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

6 **CLASS ACTION ALLEGATIONS**

7 12. Plaintiff brings this action on his own behalf and on behalf of all other
8 members of the general public similarly situated, and, thus, seeks class certification
9 under Code of Civil Procedure section 382.

10 13. The proposed class is defined as follows:

11 All current and former California-based (i.e., currently residing in
12 California and current Citizens of the State of California) salaried
13 property-level employees, or persons who held similar job titles and/or
14 performed similar job duties, who worked for Defendants within the State
15 of California at any time during the period from four years preceding the
16 filing of this Complaint to final judgment.

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

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

20 a. Numerosity: The class members are so numerous that joinder of all
21 class members is impracticable. The membership of the entire
22 class is unknown to Plaintiff at this time; however, the class is
23 estimated to be greater than one-hundred (100) individuals and the
24 identity of such membership is readily ascertainable by inspection
25 of Defendants' employment records.

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

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

- 1 a. Whether Defendants' failure to pay wages, without abatement or
2 reduction, in accordance with the California Labor Code, was
3 willful;
- 4 b. Whether Defendants' California based (i.e., currently residing in
5 California and current Citizens of the State of California) salaried
6 property-level employees, or persons who held similar job titles
7 and/or performed similar job duties, were classified as "exempt" in
8 violation of California law;
- 9 c. Whether Defendants required Plaintiff and the other class members
10 to work over eight (8) hours per day and/or over forty (40) hours
11 per week and failed to pay the legally required overtime
12 compensation to Plaintiff and the other class members;
- 13 d. Whether Defendants deprived Plaintiff and the other class members
14 of meal periods or required Plaintiff and the other class members to
15 work during meal periods without compensation;
- 16 e. Whether Defendants deprived Plaintiff and the other class members
17 of rest periods or required Plaintiff and the other class members to
18 work during rest periods without compensation;
- 19 f. Whether Defendants failed to pay minimum wages to Plaintiff and
20 the other class members;
- 21 g. Whether Defendants failed to pay all wages due to Plaintiff and the
22 other class members within the required time upon their discharge
23 or resignation;
- 24 h. Whether Defendants failed to timely pay all wages due to Plaintiff
25 and the other class members during their employment;
- 26 i. Whether Defendants complied with wage reporting as required by
27 the California Labor Code; including, *inter alia*, section 226;

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- 1 j. Whether Defendants kept complete and accurate payroll records as
2 required by the California Labor Code, including, *inter alia*, section
3 1174(d);
- 4 k. Whether Defendants failed to reimburse Plaintiff and the other
5 class members for necessary business-related expenses and costs;
- 6 l. Whether Defendants' conduct was willful or reckless;
- 7 m. Whether Defendants engaged in unfair business practices in
8 violation of California Business & Professions Code section
9 17200, et seq.;
- 10 n. The appropriate amount of damages, restitution, and/or monetary
11 penalties resulting from Defendants' violation of California law;
12 and
- 13 o. Whether Plaintiff and the other class members are entitled to
14 compensatory damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 17. At all relevant times set forth herein, Defendants employed Plaintiff and
17 other persons as salaried "exempt" employees.

18 18. Defendants, jointly, employed Plaintiff as a salaried property-level
19 employee from approximately August 2009 to approximately September 2010 in the
20 State of California, County of Los Angeles.

21 19. Defendants hired Plaintiff, misclassified him as an "exempt" employee,
22 and paid him on a salary basis from approximately August 2009 to approximately
23 September 2010, without any compensation for overtime hours worked, missed meal
24 periods or rest breaks.

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

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1 21. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiff's and the other class members' employment for them to be joint employers of
3 Plaintiff and the other class members.

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

6 23. Defendants continue to employ "exempt" or salary paid employees within
7 the State of California.

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

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

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

19 27. Plaintiff is informed and believes, and based thereon alleges, that
20 Defendants engaged in a uniform policy and systematic scheme of wage abuse against
21 their salaried property-level positions. This scheme involved, *inter alia*, misclassifying
22 these positions as "exempt" for purposes of the payment of overtime compensation
23 when, in fact, they were "non-exempt" employees according to California law.

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

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

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

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

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

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

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

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

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

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

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

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1 39. At all material times set forth herein, Defendants failed to pay overtime
2 wages to Plaintiff and the other class members. Plaintiff and the other class members
3 were required to work more than eight (8) hours per day and/or forty (40) hours per
4 week without overtime compensation.

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

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

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

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

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

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

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

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

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

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code § 1194**

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

4 49. Plaintiff incorporates by reference the allegations contained in paragraphs
5 1 through 48, and each and every part thereof with the same force and effect as though
6 fully set forth herein.

7 50. At all relevant times, California Labor Code sections 1194, 1197, and
8 1197.1 provided that the minimum wage for employees fixed by the Industrial Welfare
9 Commission is the minimum wage to be paid to employees, and the payment of a lesser
10 wage than the minimum so fixed is unlawful.

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

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

21 53. California Labor Code section 510 codifies the right to overtime
22 compensation at one-and-one-half times the regular hourly rate for hours worked in
23 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)
24 hours worked on the seventh day of work, and to overtime compensation at twice the
25 regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess
26 of eight (8) hours in a day on the seventh day of work.

27 54. During the relevant time period, Plaintiff and the other class members
28 were not paid for all the hours they worked.

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

3 56. During the relevant time period, Plaintiff and the other class members
4 were not paid overtime compensation for the hours they worked in excess of eight (8)
5 hours in a day and/or forty (40) hours in a week.

6 57. During the relevant time period, Defendants willfully failed to pay
7 minimum wages to Plaintiff and the other class members as required, pursuant to
8 California Labor Code sections 1194, 1197, and 1197.1.

9 58. During the relevant time period, Defendants willfully failed to pay all
10 overtime wages owed to Plaintiff and the other class members as required, pursuant to
11 California Labor Code sections 510, 1194 and 1198.

12 59. Defendants' failure to pay Plaintiff and the other class members the
13 minimum wage as required violates California Labor Code sections 1194, 1197, and
14 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to
15 recover the unpaid balance of their minimum wage compensation as well as interest,
16 costs, and attorneys' fees, and liquidated damages in an amount equal to the wages
17 unlawfully unpaid and interest thereon.

18 60. Defendants' failure to pay Plaintiff and the other class members the unpaid
19 balance of overtime compensation, as required by California laws, violates the
20 provisions of California Labor Code sections 510, 1194 and 1198, and is therefore
21 unlawful.

22 61. Pursuant to California Labor Code section 1194, Plaintiff and the other
23 class members are entitled to recover their unpaid minimum wages and overtime
24 compensation, as well as interest, costs, and attorneys' fees.

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

1 Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and
2 2802.

3 **Failure to Pay Overtime**

4 68. Defendants' failure to pay overtime in violation of the Wage Orders and
5 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful
6 and/or unfair activity prohibited by California Business & Professions Code section
7 17200, et seq.

8 **Failing to Provide Meal Periods**

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

13 **Failure to Provide Rest Periods**

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

18 **Failure to Pay Minimum Wages**

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

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

24 72. Defendants' failure to timely pay wages upon termination in violation of
25 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful
26 and/or unfair activity prohibited by California Business & Professions Code section
27 17200, et seq.

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

2 73. Defendants' failure to timely pay wages during employment in violation
3 of California Labor Code section 204, as alleged above, constitutes unlawful and/or
4 unfair activity prohibited by California Business & Professions Code section
5 17200, et seq.

6 **Failure to Provide Compliant Wage Statements**

7 74. Defendants' failure to provide compliant wage statements in violation of
8 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or
9 unfair activity prohibited by California Business & Professions Code section
10 17200, et seq.

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

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

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

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

21 77. As a result of the herein described violations of California law,
22 Defendants unlawfully gained an unfair advantage over other businesses.

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

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1 79. Pursuant to California Business & Professions Code section 17200, et
2 seq., Plaintiff and the other class members are entitled to restitution of the wages and
3 other monies wrongfully withheld and retained by Defendants pursuant to California
4 Labor Code sections 510 and 1198.

5 80. Pursuant to California Business & Professions Code section 17200, et
6 seq., Plaintiff and the other class members are entitled to restitution of the wages
7 withheld and retained by Defendants during a period that commences from four years
8 preceding the filing of this Complaint; an award of attorneys' fees pursuant to
9 California Code of Civil Procedure section 1021.5 and other applicable laws; and an
10 award of costs.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff, individually, and on behalf of other members of the general public
13 similarly situated, requests a trial by jury.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, individually, and on behalf of members of the general
16 public similarly situated, prays for relief and judgment against Defendants, jointly and
17 severally, as follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action;
20 2. That Plaintiff be appointed as the representative of the Class;
21 3. That counsel for Plaintiff be appointed as Class Counsel; and
22 4. That Defendants provide to Class Counsel, immediately upon its
23 appointment, the names and most current contact information (address and telephone
24 numbers) of all class members.

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

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

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

8 7. For pre-judgment interest on any unpaid minimum wages and overtime
9 compensation commencing from the date such amounts were due:

10 8. For statutory wage penalties pursuant to California Labor Code section
11 1197.1 for Plaintiff and the other class members in the amount as may be established
12 according to proof at trial;

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

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

16 11. For such other and further relief as the Court may deem equitable and
17 appropriate.

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

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

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1 payroll records, and failing to reimburse Plaintiff and other class members for necessary
2 business-related expenses and costs.

3 13. For all actual, consequential, and incidental losses and damages,
4 according to proof;

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

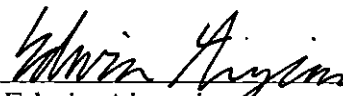
8 15. For the appointment of a receiver to receive, manage and distribute any
9 and all funds disgorged from Defendants and determined to have been wrongfully
10 withheld acquired by Defendants as a result of violations of California Business &
11 Professions Code section 17200, et seq.;

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

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

17 DATED: December 6, 2011

LAWYERS for JUSTICE, PC

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19 By: 
20 Edwin Aiwazian
21 Attorneys for Plaintiff
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Edwin Aiwarzain (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021
ATTORNEY FOR (Name): Plaintiff Jeremy Wiss

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 07 2011

John A. Clarke, Executive Officer/Clerk

By Amber Lafleur-Clayton Deputy
AMBER LAFLEUR-CLAYTON

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

CASE NAME:
Wiss vs. Douglas Emmett, Inc., et al

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

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

CASE NUMBER:
BC474789

JUDGE:
DEPT:

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

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

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <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) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<p>Contract</p> <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) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Two (2)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 6, 2011
Edwin Aiwarzain
(TYPE OR PRINT NAME)

Edwin Aiwarzain
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

SHORT TITLE:

Wiss vs. Douglas Emmett, Inc., et al.

CASE NUMBER

BC474789

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL ¹⁴ HOURS/ DAYS

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

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

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

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

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

- | | |
|----------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

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

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

SHORT TITLE:

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

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

T.T. 12/21

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 808 Wilshire Boulevard, Suite 200
CITY: Santa Monica	STATE: CA	ZIP CODE: 90401	

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

Dated: December 6, 2011


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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