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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 STEVE THOMA

15 Plaintiff,

16 vs.

17 CBRE GROUP, INC.; CBRE, INC.,
18 J.P. MORGAN CHASE NATIONAL
19 CORPORATE SERVICES, INC., J.P.
20 MORGAN CHASE BANK, NA, AND
21 J.P. MORGAN CHASE & CO., and
22 DOES 1 THROUGH 50

23 Defendants.

Case No. 2:16-CV-06040-CBM-AJW

ASSIGNED TO HON. CONSUELO B.
MARSHALL

**CLASS ACTION, COLLECTIVE
ACTION AND REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT

1. Unpaid Overtime Pursuant to the FLSA
2. Unpaid Overtime Pursuant to State Law
3. Failure to Pay Wages Upon Termination
4. Waiting Time Penalties Pursuant to Cal. Labor Code § 203
5. Meal and/or Rest Period Violations
6. Failure to Provide Accurate Wage Statements
7. Unfair Business Practices
8. PAGA

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 Plaintiff Steve Thoma (“Plaintiff”) brings the following class and
3 representative action against defendants CBRE Group, Inc., CBRE, Inc.
4 (collectively “CBRE”) and J.P. Morgan Chase National Corporate Services, Inc.,
5 J.P. Morgan Chase Bank, NA, and J.P. Morgan Chase & Co. (collectively “Chase”)
6 on behalf of himself, all others similarly situated, other aggrieved employees, and
7 the State of California. Chase and CBRE misclassified Plaintiff and their other
8 facility managers as exempt, resulting in the following alleged state labor law and
9 Fair Labor Standards Act violations and related claims.

10 **PARTIES**

11 1. Chase employed Plaintiff as a facility manager from September 2010
12 until December 2013, at which point substantially all of Chase’s facility managers
13 became employees of CBRE. Chase employed Plaintiff in Los Angeles County
14 and Plaintiff resides in Los Angeles County.

15 2. Plaintiff is informed and believes and thereupon alleges that J.P.
16 Morgan Chase National Corporate Services, Inc. is a New York corporation,
17 registered to do business in the state of California, while J.P. Morgan Chase Bank,
18 NA and J.P. Morgan Chase & Co. are entities of unknown form, who are not
19 registered to do business in the state of California. Plaintiff is informed and
20 believes and thereupon alleges that all three have a principle places of business at
21 270 Park Avenue, New York, New York, although J.P. Morgan Chase Bank, NA’s
22 address is identified on Plaintiff’s wage statements as 1111 Polaris Parkway
23 Columbus, Ohio 43240.

24 3. CBRE employed Plaintiff as a facility manager of Chase facilities
25 from December 2013 to October 2015. CBRE employed Plaintiff in Los Angeles
26 County and Plaintiff resides in Los Angeles County.

27 4. CBRE touts itself as the world’s largest commercial real estate
28 services firm serving owners, investors and occupiers. Plaintiff is informed and

1 believes and thereupon alleges that CBRE Group, Inc. and CBRE, Inc. are each
2 Delaware corporations, with their principle places of business at 400 South Hope
3 Street Los Angeles, California.

4 5. Plaintiff is informed and believes and thereupon alleges that each of
5 the defendants was acting in a single or joint employer, integrated enterprise,
6 agency, employer, successor, and/or alter ego capacity such that they are liable for
7 the acts of their agents and/or employees, or, depending on the nature of the
8 relationship, each other.

9 6. Plaintiff is ignorant of the true names of those defendants sued as
10 DOES 1 through 50. On information and belief, DOES 1 through 50 do business in
11 California and are in some manner responsible for the conduct alleged in this
12 Complaint. Upon discovering the true names and capacities of these fictitiously
13 named defendants, Plaintiff will amend this complaint to show their true names and
14 capacities. (For purposes of this Complaint, “Defendants” should be read to
15 include the Doe Defendants.)

16 **FACTS**

17 7. Chase operates retail banks and other business across the United
18 States. Chase employed Plaintiff to manage a portfolio of its facilities in Southern
19 California. Chase classified Plaintiff and its other facility managers as exempt.
20 Chase compensated Plaintiff with a salary that had an hourly equivalent of between
21 \$40.86 and \$42.10. Chase’s other facility managers at the time, performed job
22 duties that were substantially similar to his.

23 8. CBRE provides facility management services to Fortune 500 and
24 smaller companies throughout California. CBRE assigned Plaintiff to a portfolio of
25 Chase’s facilities in Southern California. CBRE classified Plaintiff and continues
26 to classify its other facility managers as exempt. CBRE compensated Plaintiff with
27 a salary that had an hourly equivalent of between \$42.10 and \$44.02. CBRE’s
28 other facility managers perform job duties that are substantially similar to his.

1 9. Facility managers at both Chase and CBRE are subject to numerous
2 levels of supervision. For instance, at CBRE they are supervised by senior facility
3 managers, who are supervised by regional facility managers, who are supervised by
4 regional facility directors. Indeed many of Plaintiff's supervisors at CBRE
5 previously worked with and supervised him at Chase.

6 10. Facility managers at Chase and CBRE perform essentially the same
7 job duties. One of Plaintiff's most prominent duties as a facility manager was
8 traveling to and inspecting the facilities to which he was assigned. The inspections
9 included things like whether fire extinguisher certifications were up to date and
10 noting the safety and functionality of the facility. The facility managers then must
11 enter information about each inspection into a computer system when they return
12 from the inspections. In addition to the planned inspections, facility managers often
13 had to make additional trips to their assigned facilities to respond to the need for
14 emergency repairs, to provide access to and monitor vendors working in the
15 facilities outside business hours, and to respond to requests to survey the facilities.
16 The surveys include things like how many fire extinguishers are in each facility, the
17 locations of the ATMs at each facility and the number of sprinkler watering zones
18 at each facility.

19 11. Another large part of facility managers' job duties is processing the
20 repairs and maintenance that occurs at their assigned facilities. Routine
21 maintenance was either performed by in-house employees or by vendors, with
22 vendors performing the more intensive work. Facility managers would engage
23 vendors on an approved list provided to the facility managers through a computer-
24 based work order system. Facility managers then later approve the invoice the
25 vendor submits for the work through the same system. Whether the work is done
26 in-house or by a vendor, facility managers spend extensive time processing related
27 paperwork through a computer program.
28

1 12. A small part of facility managers' jobs is working on
2 recommendations to higher-ups for large projects at the facilities to which they are
3 assigned. These were most commonly roof replacements or replacement of air
4 conditioning systems. Facility managers often work with a higher-up called a
5 project manager to prepare these recommendations.

6 13. Plaintiff worked well more than 40 hours each week and more than
7 eight hours a day, but was not paid overtime at both Chase and CBRE. Plaintiff
8 most commonly worked around 60 hours per week.

9 14. Neither CBRE nor Chase provided Plaintiff with legally compliant
10 meal periods or rest periods. He was not informed of his right to take them and the
11 crippling work load made it impossible for him to do so.

12 15. Plaintiff was not paid all of his earned wages upon termination at
13 Chase or CBRE. For instance, he was not paid overtime or premium wages for
14 missed meal and rest periods.

15 16. The wage statements CBRE and Chase provided to Plaintiff did not
16 properly state, among other things, his hours worked or overtime hours.

17 **JURISDICTION AND VENUE**

18 17. The Court has federal question jurisdiction over this action pursuant to
19 28 U.S.C. § 1331 and section 16(b) of the FLSA, 29 U.S.C. § 216(b). In addition,
20 this Court has supplemental jurisdiction over the California law claims under 28
21 U.S.C. § 1367. The jurisdiction of this Court over the subject matter of this action
22 is also predicated on 28 U.S.C. § 1332. The amount in controversy exceeds
23 \$75,000, exclusive of interest and costs.

24 18. Venue is proper in the Central District of California because it is
25 where Plaintiff worked for Chase and CBRE, it is the location of CBRE's primary
26 office, where Plaintiff resides and where a substantial part of the events or
27 omissions giving rise to the claims occurred.

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FLSA COLLECTIVE ACTION ALLEGATIONS

1
2 19. Plaintiff brings the First Claim for Relief for violation of the FLSA as
3 a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on
4 behalf of himself and all persons who were, are or will be employed by Chase
5 and/or CBRE as facility managers nationwide at any time within the three years
6 prior to filing this Complaint through the date of final disposition of this action
7 (hereafter, the “the Nationwide FLSA Collective Plaintiffs”).

8 20. The Nationwide FLSA Collective Plaintiffs are subdivided into the
9 following subclasses:

10 a. All Nationwide FLSA Collective Plaintiffs employed by Chase as
11 facility managers and/or with similar job titles and duties within the United States
12 at any time within the three years prior to filing this Complaint through the date of
13 final disposition of this action, who file(d) consents to join this collective action as
14 party plaintiffs pursuant to 29 U.S.C. § 216(b).

15 b. All Nationwide FLSA Collective Plaintiffs employed by CBRE as
16 facility managers and/or with similar job titles and duties within the United States
17 at any time within the three years prior to filing this Complaint through the date of
18 final disposition of this action, who file(d) consents to join this collective action as
19 party plaintiffs pursuant to 29 U.S.C. § 216(b).

20 21. Plaintiff and the Nationwide FLSA Collective Plaintiffs are similarly
21 situated in that they have substantially similar job requirements and pay provisions
22 within each FLSA subclass, and are or were subject to each Defendant’s common
23 practice, policy, or plan of unlawfully characterizing them as exempt employees
24 and failing to pay them overtime compensation for all overtime hours worked in
25 violation of the FLSA.

26 22. The First Claim for Relief for violations of the FLSA may be brought
27 and maintained as an “opt-in” collective action pursuant to Section 16(b) of the
28 FLSA, 29 U.S.C. § 216(b), because Plaintiff’s claims are substantially similar to the

1 claims of the Nationwide FLSA Collective Plaintiffs and the members of the FLSA
2 subclasses.

3 23. The names and addresses of the Nationwide FLSA Collective
4 Plaintiffs are available from Chase and CBRE, and notice should be provided to the
5 Nationwide FLSA Collective Plaintiffs via first class mail to the last address known
6 to their employer(s) as soon as possible.

7 **CLASS ACTION ALLEGATIONS**

8 **CALIFORNIA CLASSES ALLEGED AGAINST CBRE AND CHASE**

9 24. Plaintiff brings the Second through Seventh Claims for Relief on
10 behalf of the following California Classes and Subclasses, pursuant to Federal
11 Rules of Civil Procedure Rule 23(a), (b)(2) and (b)(3):

12 a. CBRE California Facility Manager Class, which is defined as all
13 current and former CBRE facility managers who worked for CBRE in California
14 within four years of the filing date of the original complaint in this action. Within
15 this CBRE Facility Manager Class is the Former CBRE California Facility
16 Manager Subclass, which is limited to CBRE Facility Manager Class members who
17 have separated from employment with CBRE.

18 b. Chase California Facility Manager Class, which is defined as all
19 individuals who worked for Chase as facility managers in California within four
20 years of the filing date of the original complaint in this action.

21 25. Plaintiff reserves the right to refine the definition of the proposed
22 California Classes (including the applicable time frame) based on further
23 investigation and discovery.

24 26. Plaintiff's claims should be resolved on a class-wide basis, and there is
25 a well-defined community of interest with respect to the litigation.

26 27. The California Classes are so numerous that joinder of all putative
27 class members is impracticable. Plaintiff is informed and believes, and on that
28 basis alleges, there are at least 75 individuals who satisfy the definition of the

1 CBRE California Facility Manager Class. Plaintiff is informed and believes, and
2 on that basis alleges, there are 24 or more individuals who satisfy the definition of
3 the Chase California Facility Manager Class.

4 28. The California Classes are ascertainable.

5 29. Plaintiff's claims are typical of the claims of the California Classes he
6 seeks to represent. Plaintiff and all members of the California classes have been
7 similarly affected by Defendants' conduct since they were all deprived overtime
8 and suffered similar California Labor Code violations.

9 30. Plaintiff will fairly and adequately represent and protect the interests
10 of the California Classes. Plaintiff does not have interests which are adverse to the
11 interests of absent class members.

12 31. Class counsel is experienced, qualified and capable. They have
13 litigated numerous class action cases.

14 32. The common questions of law and fact that predominate include:

15 a. Are facility managers exempt from California's wage and hour
16 laws?

17 b. Is there a realistic expectation that facility managers spend more
18 than fifty percent of their work time on exempt job duties under California law?

19 c. Is there a realistic expectation that facility managers' job duties
20 are properly characterized as exempt job duties under California law?

21 d. Is performing site inspections an exempt job duty under
22 California law?

23 e. Is traveling to facilities an exempt job duty under California
24 law?

25 f. Is interacting with vendors and in-house employees concerning
26 repairs and maintenance at assigned facilities an exempt job duty under California
27 law?

28

1 g. Is surveying various items at facilities an exempt job duty under
2 California law?

3 h. Is processing paperwork related to repairs and maintenance an
4 exempt job duty under California law?

5 i. Is working on recommendations for large projects an exempt job
6 duty under California law?

7 j. Did Defendants suffer or permit facility managers to work
8 overtime under California law?

9 k. Did Defendants provide facility managers with legally
10 compliant meal periods under California law?

11 l. Did Defendants provide facility managers with legally
12 compliant rest periods under California law?

13 m. Did Defendants' policies inform facility managers of their rights
14 to take compliant meal and rest periods?

15 n. Is Defendants' refusal to pay former employees all wages owed
16 at the time of their termination willful under California law?

17 o. Did Defendants knowingly and intentionally fail to provide
18 information in Plaintiff's and the Classes' wage statements required by California
19 Labor Code section 226(a)?

20 p. Did Defendants' wage statements provided to Plaintiff and the
21 California Classes allow them to promptly and easily determine, from the wage
22 statements alone, their total hours worked and/or all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each
24 hourly rate?

25 q. Did Defendants keep payroll records showing the hours worked
26 daily by Plaintiff and the California Classes?

27 r. Did Defendants fail to pay earned wages, including overtime, bi-
28 weekly to Plaintiff and the Classes under California law?

1 33. A class action is the superior way of resolving the California class
2 members' claims. Class treatment will permit a large number of similarly situated
3 persons to prosecute their claims in a single forum and without unnecessary
4 duplication, and without fear of retaliation. The damage incurred by each class
5 member is relatively small, and the burdens of litigation would make it difficult or
6 impossible for individual members to redress the wrong done to them. The cost to
7 the court system of individualized litigation would be substantial. Individualized
8 litigation would also present the potential for inconsistent or contradictory
9 judgments.

10 34. Class certification of the Second through Seventh Claims for Relief is
11 also appropriate for the CBRE California Facility Manager Class pursuant to the
12 Federal Rules of Civil Procedure Rule 23(b)(2) because CBRE has acted or refused
13 to act on grounds generally applicable to the CBRE California Facility Manager
14 Class, making appropriate declaratory and injunctive relief with respect to the
15 CBRE California Facility Manager Class.

16 35. Plaintiff intends to send notice to all members of the California classes
17 to the extent required by Rule 23.

18 **NON-CALIFORNIA STATES CLASS ALLEGED AGAINST CHASE**

19 36. Plaintiff also brings this lawsuit on behalf of a Non-California States
20 Class, which is defined as all facility managers employed by Chase in Illinois, New
21 York or Texas, within three years of the filing date of the original complaint in this
22 action. The Non-California States Class is divided into three subclasses, on whose
23 behalf the following claims are alleged:

24 a. Pursuant to Federal Rules of Civil Procedure Rule 23(a) and (b)(3),
25 Plaintiff brings the Second, Third, Fifth and Sixth Claims for Relief on behalf of the
26 Chase Illinois Facility Manager Subclass ("Illinois Subclass"), which is defined as
27 all individuals who worked for Chase as facility managers in Illinois within three
28 years of the filing date of the original complaint in this action.

1 b. Pursuant to Federal Rules of Civil Procedure Rule 23(a) and (b)(3),
2 Plaintiff brings the Second, Third, Fifth and Sixth Claims for Relief on behalf of the
3 Chase New York Facility Manager Subclass (hereafter “New York Subclass”),
4 which is defined as all individuals who worked for Chase as facility managers in
5 New York within three years of the filing date of the original complaint in this
6 action.

7 c. Pursuant to Federal Rules of Civil Procedure Rule 23(a) and (b)(3),
8 Plaintiff brings the Second Claim for Relief on behalf of the Chase Texas Facility
9 Manager Class, which is defined as all individuals who worked for Chase as facility
10 managers in Texas within three years of the filing date of the original complaint in
11 this action.

12 37. Plaintiff’s claims should be resolved on a class-wide basis, and there is
13 a well-defined community of interest with respect to the litigation.

14 38. The Non-California States Class is so numerous that joinder of all
15 putative class members is impracticable. Plaintiff is informed and believes, and on
16 that basis alleges, there are at least 47 individuals who satisfy the definition of the
17 Non-California States Class.

18 39. The Non-California States Class is ascertainable.

19 40. Plaintiff’s claims are typical of the claims of the Non-California States
20 Class he seeks to represent. Plaintiff and all members of the Non-California States
21 Class have been similarly affected by Chase’s conduct since they were all deprived
22 overtime and suffered similar statutory violations.

23 41. Plaintiff will fairly and adequately represent and protect the interests
24 of the Non-California States Class. Plaintiff does not have interests which are
25 adverse to the interests of absent class members.

26 42. Class counsel is experienced, qualified and capable. They have
27 litigated numerous class action cases.
28

1 43. The common questions of law and fact that predominate the Non-
2 California States Class include:

- 3 a. Are facility managers’ primary duties—meaning the principal,
4 main, major or most important— exempt job duties?
5 b. Is performing site inspections an exempt job duty?
6 c. Is traveling to facilities an exempt job duty?
7 d. Is interacting with vendors and in-house employees concerning
8 repairs and maintenance at assigned facilities an exempt job duty?
9 e. Is surveying various items at facilities an exempt job duty?
10 f. Is processing paperwork related to repairs and maintenance an
11 exempt job duty?
12 g. Is working on recommendations for large projects an exempt job
13 duty?
14 h. Did Chase suffer or permit facility managers to work overtime?

15 44. A class action is the superior way of resolving the Non-California
16 States Class members’ claims. Class treatment will permit a large number of
17 similarly situated persons to prosecute their claims in a single forum and without
18 unnecessary duplication, and without fear of retaliation. The damage incurred by
19 each class member is relatively small, and the burdens of litigation would make it
20 difficult or impossible for individual members to redress the wrong done to them.
21 The cost to the court system of individualized litigation would be substantial.
22 Individualized litigation would also present the potential for inconsistent or
23 contradictory judgments.

24 45. Plaintiff intends to send notice to all members of the classes to the
25 extent required by Rule 23.

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FIRST CLAIM FOR RELIEF

Unpaid Overtime Pursuant to the FLSA

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2
3 46. Plaintiff incorporates paragraphs 1 through 45 of this Complaint as if
4 fully set forth here.

5 47. At all relevant times, Defendants have been, and continue to be,
6 enterprises engaged in interstate commerce and/or in the production of goods for
7 commerce with the meaning of 29 U.S.C. § 203.

8 48. Attached to this complaint as Exhibit A is the consent to sue signed by
9 Plaintiff pursuant to 29 U.S.C. §§ 216(b) and 256.

10 49. The FLSA requires employers to pay employees overtime for all
11 hours worked in excess of 40 in a week.

12 50. Defendants knew or should have known that Plaintiff and the
13 Nationwide FLSA Collective Plaintiffs worked more than forty hours a week.
14 Yet they failed to pay Plaintiff and the Nationwide FLSA Collective Plaintiffs
15 overtime for time spent working more than 40 hours in a week. Defendants'
16 conduct was willful and neither in good faith nor with reasonable belief that they
17 were not required to pay overtime to facility managers.

18 51. Plaintiff and the Nationwide FLSA Collective Plaintiffs were harmed
19 as a result. They did not receive all the wages to which they were entitled.

20 **SECOND CLAIM FOR RELIEF**

21 **Unpaid Overtime Pursuant to State Law**

22 52. Plaintiff incorporates paragraphs 1 through 51 of this Complaint as if
23 fully set forth here.

24 53. This claim is asserted on behalf of the California Classes against
25 Defendants and on behalf of the Non-California States Class against Chase.

26 54. Under California law, an employer must pay an employee overtime
27 based upon their regular rate of pay for time worked in excess of 8 hours in a day
28 and/or 40 hours per week. *See* California Labor Code sections 510, 1194.

1 55. Defendants knew or should have known that Plaintiff and the
2 California Classes worked more than eight hours a day and more than forty hours a
3 week.

4 56. Defendants failed to pay Plaintiff and the California Classes overtime
5 for time spent working more than 8 hours in a day and/or 40 hours in a week.

6 57. Under Illinois, New York and Texas law, an employer must pay an
7 employee overtime based upon their regular rate of pay for time worked in excess
8 of 40 hours in a week.

9 58. Chase failed to pay the Non-California States Class overtime for time
10 spent working more than 40 hours in a week.

11 59. Chase is liable to the Illinois Subclass for all applicable damages and
12 penalties set forth under Illinois Minimum Wage Law, 820 ILCS 105/12 because its
13 failure to pay wages to the Illinois Subclass was willful, repeated, and/or with
14 reckless disregard of Illinois law.

15 60. Chase is liable to the New York Subclass for liquidated damages
16 pursuant to New York Labor Law, Art. 6 § 198(a-1) and Art. 19 § 663, because it
17 had no good faith basis to believe that its underpayment of wages was in
18 compliance with the laws of New York.

19 61. Plaintiff and the Classes were harmed as a result. They did not receive
20 all the wages to which they were entitled.

21 **THIRD CLAIM FOR RELIEF**

22 **Failure To Pay Wages Upon Termination**

23 62. Plaintiff incorporates paragraphs 1 through 61 of this Complaint as if
24 fully set forth here.

25 63. The CBRE California Former Facility Manager Subclass and Chase
26 California Facility Manager Class assert this claim against Defendants and the
27 Illinois and New York Subclasses assert this claim against Chase.
28

1 receive a second meal period for workdays in which an employee works more than
2 10 hours.

3 78. California applicable wage orders provide that employers shall
4 authorize and permit employees to take rest periods at the rate of ten minutes net
5 rest time per four hours of work or major fraction thereof.

6 79. California Labor Code § 226.7 provides that if an employer fails to
7 provide an employee required rest periods and meal periods, the employer shall pay
8 the employee one hour of pay at the employee's regular rate of compensation for
9 each workday that the rest period is not provided and one hour of pay at the
10 employee's regular rate of compensation for each workday that the meal period is
11 not provided

12 80. Under Illinois law, every employer shall permit its employees who are
13 to work for 7 1/2 continuous hours or longer, at least 20 minutes for a meal period
14 beginning no later than five hours after the start of the work period. Illinois One
15 Day Rest in Seven Act, 820 ILCS § 140/3.

16 81. Under New York law, employees who work more than six hours are
17 entitled to a 30 minute meal period. New York Labor Law, Art. 6 § 162.

18 82. Plaintiff and the California Classes did not receive legally compliant
19 rest or meal periods. The Illinois and New York Subclasses did not receive legally
20 required meal periods.

21 83. Defendants were aware that Plaintiff and the California Classes did not
22 receive legally compliant rest or meal periods and did not pay the premium pay
23 required by Labor Code § 226.7. Chase was aware that the Illinois and New York
24 Subclasses did not receive legally compliant meal periods.

25 84. Plaintiff, the California Classes, and the Illinois and New York
26 Subclasses were harmed as a result because they did not receive their entitled to
27 meal periods and Plaintiff and the California Classes also did not receive their
28

1 entitled to rest periods or the premium pay to which they were entitled for the
2 missed meal and rest periods.

3 **SIXTH CLAIM FOR RELIEF**

4 **Failure To Provide Accurate Wage Statements**

5 85. Plaintiff incorporates paragraphs 1 through 84 of this Complaint as if
6 fully set forth here.

7 86. This claim is asserted on behalf of the California Classes against
8 Defendants and on behalf of the Illinois and New York Subclasses against Chase.

9 87. Under California law, an employer must provide employees with an
10 accurate wage statement. Among other things, the wage statement must include the
11 gross wages earned, the total hours worked, and the wage rate worked for each
12 hour. An employee suffers injury when this law is violated if the employee cannot
13 (among other things) easily determine from the wage statement the gross or net
14 wages paid or earned or the hours worked. The penalties for violating this law are
15 set by statute. See California Labor Code sections 226.

16 88. Under Illinois law, an employer must keep records of wages paid each
17 employee each payday and must furnish each employee with an itemized statement
18 of deductions made from his wages for each pay period. Illinois Wage Payment
19 and Collection Act, 820 ILCS 115/10.

20 89. Under New York law, employers must furnish each employee with a
21 statement with every payment of wages, listing gross wages, deductions and net
22 wages, and upon the request of an employee furnish an explanation of how such
23 wages were computed. New York Labor Law, Art. 6 § 195(3).

24 90. Defendants knowingly and intentionally failed to provide Plaintiff and
25 the California Classes with accurate wage statements. Chase knowingly and
26 intentionally failed to provide the Illinois and New York Subclasses with accurate
27 wage statements. Because Defendants misclassified the Classes as exempt
28 employees, and because they work and earn overtime, but are not paid overtime, the

1 wage statements are inaccurate. The California wage statements are also inaccurate
2 because they do not include all applicable hourly rates in effect during the pay
3 period with the corresponding number of hours worked at each hourly rate. *See*
4 Labor Code § 226(a)(9).

5 91. Plaintiff, the California Classes, and the Illinois and New York
6 Subclasses suffered injury as a result. They were not able, from a review of the
7 wage statements, to determine their total hours worked and/or all applicable hourly
8 rates in effect during the pay period with the corresponding number of hours
9 worked at each hourly rate.

10 **SEVENTH CLAIM FOR RELIEF**

11 **Unfair Business Practices**

12 92. Plaintiff incorporates paragraphs 1 through 91 of this Complaint as if
13 fully set forth here.

14 93. California law prohibits any unlawful, unfair, or fraudulent business
15 practice. *See* California Business and Professions Code section 17200.

16 94. Through their actions (as described above), Defendants violated a
17 variety of California wage and hour laws and the FLSA. Plaintiff and the Classes
18 have been harmed by Defendants' conduct. They have not been paid all wages
19 earned. They have not been paid on a timely basis. They are entitled to restitution
20 and an injunction.

21 **EIGHTH CLAIM FOR RELIEF**

22 **Private Attorneys General Act ("PAGA")**

23 95. Plaintiff incorporates paragraphs 1 through 94 of this Complaint as if
24 fully set forth here with the following exception. Plaintiff does not bring this
25 PAGA claim as a class action.

26 96. This claim is alleged against CBRE.

27 97. Plaintiff is an aggrieved employee under PAGA because he was
28 employed by CBRE during the applicable statutory period and suffered one or more

1 of the Labor Code violations set forth in this Complaint. Plaintiff seeks to recover
2 on his behalf, on behalf of the State, and on behalf of all current and former
3 aggrieved employees of CBRE, the civil penalties provided by PAGA, plus
4 reasonable attorney's fees and costs in this representative action.

5 98. Plaintiff seeks penalties pursuant to PAGA for violation of the
6 following Labor Code sections:

7 a. Failure to provide prompt payment of wages upon termination
8 and resignation in violation of Labor Code §§ 201, 202, 203;

9 b. Failure to provide accurate itemized wage statements in
10 violation of Labor Code §§ 226 and 226.3;

11 c. Failure to pay overtime wages in violation of applicable wage
12 orders and Labor Code §§ 204, 510, 558, 1194 and 1198;

13 d. failure to provide meal periods and rest periods in violation of
14 applicable wage orders and Labor Code §§ 226.7, 512, and 558;

15 e. Failure to keep required payroll records in violation of the
16 applicable wage orders and Labor Code §§ 1174 and 1174.5.

17 99. With respect to violations of Labor Code § 204, Labor Code § 210
18 imposes a civil penalty (apart from other penalties) of \$100 for each initial
19 violation, and \$200 for each subsequent violation, in addition to 25% of the amount
20 unlawfully withheld.

21 100. With respect to violations of Labor Code § 226, Labor Code § 226.3
22 imposes a civil penalty in addition to any other penalty provided by law of two
23 hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one
24 thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of
25 Labor Code § 226(a).

26 101. With respect to violations of Labor Code §§ 510 and 512, Labor Code
27 § 558 imposes a civil penalty in addition to any other penalty provided by law of
28 fifty dollars (\$50) for initial violations for each underpaid employee for each pay

1 period in addition to an amount equal to the employee's underpaid wages, and one
2 hundred dollars (\$100) for subsequent violations for each underpaid employee for
3 each pay period in addition to an amount equal to the employee's underpaid wages.
4 The statute of limitations with respect penalties under Labor Code § 558 is three
5 years. Plaintiff seeks civil penalties in the amount of unpaid wages owed to
6 aggrieved employees pursuant to Labor Code § 558(a)(3).

7 102. With respect to violations of Labor Code § 1174, Labor Code § 1174.5
8 imposes a civil penalty of \$500 for each violation.

9 103. With respect to violations of Labor Code §§ 201 and 202, Labor Code
10 § 256 imposes a civil penalty not to exceed 30 days' pay as a waiting time penalty
11 under the terms of Labor Code § 203.

12 104. Labor Code § 2699 et seq. imposes a civil penalty of one hundred
13 dollars (\$100) per pay period, per aggrieved employee for initial violations, and two
14 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent
15 violations for all Labor Code provisions for which a civil penalty is not specifically
16 provided.

17 105. To the extent applicable, Plaintiff has satisfied the requirements of
18 Labor Code section 2699.3, as shown in Exhibit B that is attached to this
19 Complaint.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, on behalf of himself, the Nationwide FLSA
22 Collective Plaintiffs, the Classes, and on behalf of the State of California and other
23 aggrieved employees, prays for judgment against Defendants as follows:

- 24 1. An Order that this action may proceed and be maintained on a class-
25 wide basis and/or collective basis for the FLSA claim;
- 26 2. Appropriate injunctive relief;
- 27 3. Attorneys' fees and costs;
- 28 4. Restitution;

- 1 5. Damages, including unpaid wages and statutory penalties, according to
- 2 proof;
- 3 6. Civil Penalties pursuant to PAGA against CBRE;
- 4 7. Liquidated damages;
- 5 8. Pre-judgment and post-judgment interest, as provided by law;
- 6 9. All other relief the Court deems equitable and proper.

7
8 Dated: January 8, 2018 BAKER CURTIS & SCHWARTZ, P.C.

9 By: /S/ Chris Baker
10 Chris Baker
11 Michael Curtis
12 Attorneys for Plaintiff
13 STEVE THOMA

13 **JURY TRIAL DEMAND**

14 Plaintiff hereby demands a trial by jury.

15
16 Dated: January 8, 2018 BAKER CURTIS & SCHWARTZ, P.C.

17 By: /S/ Chris Baker
18 Chris Baker
19 Michael Curtis
20 Attorneys for Plaintiff
21 STEVE THOMA

EXHIBIT A

CONSENT TO SUE UNDER

FAIR LABOR STANDARDS ACT (29 U.S.C. § 216(b))

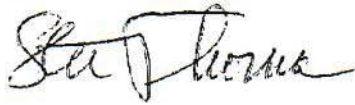
I worked for JP Morgan Chase from approximately September 2010 until December 2013 as a facility manager. I then worked for CBRE as a facility manager from December 1, 2013 to October 9, 2015.

I consent to be a party plaintiff in a lawsuit alleging that JP Morgan Chase and CBRE violated the Fair Labor Standards Act and California labor laws. I understand that this lawsuit seeks unpaid overtime and related damages that may be owed to me and other current and former employees of JP Morgan Chase and CBRE.

I understand that I have the right to choose other counsel and to pursue my claims solely on my own behalf, and I choose to be represented in this matter by class counsel Baker & Schwartz PC, and other attorneys with whom they may associate.

Dated: August 10, 2016

Signature:
agreed & accepted



Print Name: Steve Thoma

EXHIBIT B

Baker & Schwartz

professional corporation
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
213.705.7379
mcurtis@bakerlp.com
www.bakerlp.com

March 7, 2016

Via Certified Mail

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Kathy PourSanae
CBRE, Inc., Counsel—Employment
400 S. Hope Street, 25th Floor
Los Angeles, CA 90071

RE: Request For Relief Under the Private Attorney General's Act

Dear LWDA and Ms. PourSanae:

I represent Steve Thoma, a former facility manager of CBRE, Inc. and CBRE Group, Inc (collectively "CBRE"). Mr. Thoma is an "aggrieved employee" under California Labor Code section 2699 *et seq.* The purpose of this letter is to provide notice to the LWDA and his employer.

Mr. Thoma seeks to represent himself and other current and former employees with respect to violations of the California Labor Code pursuant to Labor Code section 2699 *et seq.* CBRE misclassified Mr. Thoma and its other California facility managers as exempt, resulting in numerous Labor Code violations. The facts and theories in support of Mr. Thoma's claims are set forth below.

CBRE employed Mr. Thoma as a facility manager from December 2013 to November 2015. Facility managers are supervised by senior facility managers, who are supervised by regional facility managers, who are supervised by regional facility directors.

One of Mr. Thoma's most prominent duties as a facility manager was traveling to and inspecting the facilities to which CBRE assigned him. The inspections include things like

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whether fire extinguisher certifications were up to date and noting the safety and functionality of the facility. The facility managers then must enter information about each inspection into a computer system when they return from the inspections. In addition to the regular inspections, facility managers must also often make additional trips to their assigned facilities when emergencies occur, such as toilets overflowing, and to let workers into the facility after business hours to perform repairs.

Another large part of facility managers' job duties is processing the repairs and maintenance that occur at their assigned facilities. Routine maintenance was often performed by CBRE employees called "engineers." Other work was performed by vendors on an approved list CBRE provided to the facility managers. Facility managers would engage the vendor through CBRE's computer-based work order system and then later approve the invoice the vendor submits for the work. Whether the work is done by a CBRE engineer or a vendor, the facility manager spends extensive time processing related paperwork through a CBRE computer program.

A small part of facility managers' jobs is working on recommendations to higher-ups for large projects at the facilities to which they are assigned. These were most commonly roof repairs or replacement of air conditioning systems. Facility managers often work with a higher-up called a project manager to prepare these recommendations.

Mr. Thoma worked well more than 40 hours a week and more than eight hours a day, but was not paid overtime.

CBRE did not provide Mr. Thoma with legally compliant meal periods or rest periods.

Mr. Thoma was not paid all of his earned wages upon termination. For instance, he was not paid overtime or premium wages for missed meal and rest periods.

The wage statements CBRE provided to Mr. Thoma did not properly state, among other things, his hours worked or overtime hours.

Mr. Thoma is an aggrieved employee under PAGA because he was employed by Defendants during the applicable statutory period and suffered one or more of the set forth Labor Code violations. Mr. Thoma seeks to recover on his behalf, on behalf of the State, and on behalf of all current and former aggrieved employees of CBRE, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative action.

Mr. Thoma seeks penalties pursuant to PAGA for the violation of the following Labor Code sections:

- a. failure to provide prompt payment of wages to California facility managers upon termination and resignation in violation of Labor Code §§ 201, 202, 203;

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- b. failure to provide accurate itemized wage statements to California facility managers in violation of Labor Code §§ 226(a), 1174, and 1174.5;
- c. failure to provide meal periods and rest periods to California facility managers in violation of applicable wage orders and Labor Code §§ 226.7, 512, and 558;
- d. failure to pay overtime wages to California facility managers in violation of applicable wage orders and Labor Code §§ 204, 510, 558, 1194 and 1198; and
- e. failure to keep required payroll records in violation of the applicable wage orders and Labor Code §§ 1174 and 1174.5.

With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code § 226(a).


With respect to violations of Labor Code §§ 510 and 512, Labor Code § 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Mr. Thoma seeks civil penalties in the amount of unpaid wages owed to aggrieved employees pursuant to Labor Code § 558(a)(3).

With respect to violations of Labor Code § 1174, Labor Code § 1174.5 imposes a civil penalty of \$500 for each violation.

Labor Code § 2699 et seq. imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code §§ 204, 226.7, 1174, 1194, and 1198.

Thank you for your attention to this matter.

Very truly yours,



Michael Curtis