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ACCOR NORTH AMERICA, INC. and
11 MOTEL 6 OPERATING L.P.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 MONICA GOULD AND PATRICIA
SANchez, individually, and on behalf of
15 all other similarly situated, current and
former employees of Motel 6 Inc.,
16 Plaintiffs,

17 v.

18 MOTEL 6 INC., a Delaware corporation;
ACCOR NORTH AMERICA, INC., a
19 Delaware corporation; MOTEL 6 O.L.P.,
an unknown business entity; STUDIO 6,
20 an unknown business entity; and DOES 1
through 100, inclusive,
21 Defendants.
22

Cas. No. **CV 09 08157 CAS FMO**

DEFENDANTS ACCOR NORTH AMERICA, INC. AND MOTEL 6 OPERATING L.P.'S NOTICE OF REMOVAL

[CLASS ACTION FAIRNESS ACT OF 2005]

Complaint Filed: August 13, 2009

23 TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL
24 DISTRICT OF CALIFORNIA AND TO PLAINTIFFS AND THEIR COUNSEL
25 OF RECORD:

26 PLEASE TAKE NOTICE that Defendants Motel 6 Operating L.P.
27 (erroneously sued and served as Motel 6 O.L.P.) and Accor North America, Inc.
28 hereby remove the above-referenced action from the Superior Court of the State of

2009 NOV - 6 AM 11:36
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

FILED

1 California for the County of Los Angeles, to the United States District Court for
2 the Central District of California, pursuant to 28 U.S.C. sections 1441 and 1446,
3 asserting original federal jurisdiction under 28 U.S.C. section 1332(d)(2), and state
4 that this Court has jurisdiction over the action pursuant to the Class Action
5 Fairness Act of 2005 (“CAFA”) for the following reasons.

6 **BACKGROUND**

7 1. This removal involves an action that was filed in the Superior Court of
8 the State of California for the County of Los Angeles, entitled *Monica Gould and*
9 *Patricia Sanchez v. Motel 6 Inc., Accor North America, Inc., Motel 6 O.L.P., and*
10 *Studio 6*, Case No. BC 419769. A true and correct copy of the Summons and
11 Complaint in this action is attached hereto as Exhibit A.

12 2. The Complaint purports to assert eight claims for relief against
13 Defendants stemming from plaintiffs Monica Gould and Patricia Sanchez’s
14 (collectively, “Plaintiffs”) employment and Defendants’ alleged failure to observe,
15 as to Plaintiffs and a purported class of similarly situated individuals,¹
16 requirements set forth in California Labor Code §§ 226.7 and 512 (failure to
17 provide meal and rest breaks), §§ 221 and 2802 (unlawful collection or receipt of
18 wages previously paid and failure to indemnify for expenditures in discharge of
19 duties), § 1194 (failure to pay overtime compensation), §§ 226 and 1174 (failure to
20 provide accurate wage statements and maintain required records), §§ 1197 and
21 1197.1 (failure to pay minimum wage), §§ 201, 202, 203, and 227.3 (failure to pay
22 wages upon termination), and in Business & Professions Code §§ 17200, *et seq.*
23 (unfair competition).²

24 3. Plaintiffs have filed this action as a putative class action. While they
25 have not properly pleaded a class definition, they apparently also seek to represent
26

27 ¹ Defendants dispute, and reserve the right to contest at the appropriate time,
28 Plaintiff’s allegations that this action can properly proceed as a class action.

² Complaint ¶¶ 1, 12-25.

1 a class of all “current and former non-exempt employees of DEFENDANTS, for a
2 period of time within the four (4) years preceding the filing of this action.”³

3 **IDENTITY OF PARTIES**

4 4. Plaintiffs both worked as housekeepers at a single Motel 6 location in
5 Simi Valley, California. At all times, their employer was Motel 6 Operating L.P.,
6 a Delaware limited partnership.

7 5. Accor North America, Inc. (hereinafter “Accor”) is a Delaware
8 corporation with its principal place of business in Carrollton, Texas. Accor is the
9 managing general partner of Motel 6 Operating L.P.

10 6. Motel 6 Inc. previously existed as a legal entity, but does not currently
11 exist, and has not existed at any time in the four year period preceding the filing of
12 this action. As such, it has no capacity to be a party to litigation.

13 7. Studio 6 is a marketing brand of Motel 6 Operating L.P. It is not now,
14 nor has it ever been, a legal entity. As such, has no capacity to be a party to
15 litigation.

16 8. Defendants have not secured the consent of the “DOE” Defendants
17 before removing this action because Defendants does not know the identity of the
18 “DOE” Defendants and have no reason to believe that any of them have been
19 properly served or have voluntarily appeared in this action. In addition, pursuant
20 to CAFA, Defendants need not obtain the consent of any other defendant to
21 remove this action. 28 U.S.C. § 1453(b).

22 **TIMELINESS OF REMOVAL**

23 9. Defendants were served with the Summons and Complaint on October
24 20, 2009 by Notice and Acknowledgment of Receipt. A true and correct copy of
25 the Notices and Acknowledgments of Receipt on behalf of Defendant Motel 6
26 Operating L.P. is attached hereto as Exhibit E. A true and correct copy of the
27

28 ³ Complaint, ¶ 3.

1 Notices and Acknowledgments of Receipt on behalf of Defendant Accor North
2 America, Inc. is attached hereto as Exhibit F.

3 10. This Notice of Removal is timely as it is filed within thirty (30) days
4 of the first receipt by Defendants of a copy of a pleading, motion, order or other
5 papers from which it may first be ascertained that this action is removable. 28
6 U.S.C. § 1446(b).

7 **ORIGINAL JURISDICTION – CLASS ACTION FAIRNESS ACT**

8 11. The Court has original jurisdiction of this action under CAFA,
9 codified in relevant part in 28 U.S.C. section 1332(d)(2). As set forth below, this
10 action is properly removable, pursuant to the provisions of 28 U.S.C. section
11 1441(a), as the amount in controversy exceeds \$5,000,000, exclusive of interest
12 and costs, and is a class action in which at least one class member is a citizen of a
13 state different from that of Defendant.

14 **DIVERSE CITIZENSHIP OF THE PARTIES**

15 **Plaintiffs Are Citizens of California**

16 12. **Plaintiffs' Citizenship.** Plaintiffs are, and at all times since the
17 commencement of this action have been, citizens and residents of the State of
18 California. To establish citizenship for diversity purposes, a natural person must
19 be both (a) a citizen of the United States and (b) a domiciliary of one particular
20 state. *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983).
21 Residence is *prima facie* evidence of domicile. *State Farm Mutual Auto Insurance*
22 *Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994). Plaintiffs allege in the Complaint
23 that they performed work for Defendants in Los Angeles County.⁴ Moreover, at all
24 times relevant to this lawsuit, Plaintiffs both resided in Simi Valley, California.
25 Therefore, Plaintiffs are, or were at the institution of this civil action, citizens of
26 California.

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28 ⁴ Complaint, ¶ 1.

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Defendants are not Citizens of California

13. **Motel 6 Operating L.P.’s Citizenship.** Motel 6 Operating L.P. (hereinafter “Motel 6”) at all times employed the Plaintiffs herein, and is the proper party defendant in this action. Motel 6 is now, and at all times since this action commenced has been, a limited partnership organized under the laws of the State of Delaware. Further, Motel 6 “principal place of business” is not in California.

14. The citizenship of a partnership is based on the citizenship of all of the partners, limited or general, of the company. *See Carden v. Arkoma Associates*, 494 U.S. 185, 195 (1990). None of the limited or general partners of Motel 6 Operating L.P. are or have been, since the commencement of this action, citizens of California.

A. **Accor North America, Inc.** Accor is a 1.99% partner in Motel 6 Operating L.P. At all times relevant to this lawsuit, including at the time of the commencement of this action, it is and has been incorporated in Delaware, and its principal place of business and executive offices are and have been in Carrollton, Texas.

B. **IBL Limited, LLC.** IBL Limited, LLC is a 98.01% partner of Motel 6 Operating L.P. At all times relevant to this lawsuit, including at the time of the commencement of this action, it is and has been incorporated in Delaware, and its principal place of business and executive offices are and have been in Carrollton, Texas.

15. **Motel 6 Operating L.P.’s Principal Place of Business.** Further demonstrating that Motel 6 is not a “citizen” of California is that California is not its principal place of business under the tests the Ninth Circuit applies in assessing corporate citizenship. The first test, “place of operations” test examines which state “contains a substantial predominance of corporate operations.” *Industrial Tectonics, Inc. v. Aero Alley*, 912 F.2d 1090, 1092 (9th Cir. 1990). Courts in the

1 Ninth Circuit analyze “a number of factors to determine if a given state contains a
2 substantial predominance of corporate activity, including the location of
3 employees, tangible property, production activities, sources of income, and where
4 sales take place.” *Tosco Corp. v. Comm. For a Better Environment*, 236 F.3d 495,
5 500 (9th Cir. 2001). Another relevant factor is the location of the defendant’s
6 executive and administrative functions. *Arellano v. Home Depot U.S.A.*, 245 F.
7 Supp. 2d 1102, 1107 (S.D. Cal. 2003).

8 16. Where there is no substantial predominance of operations in any one
9 state, a second test, the “nerve center test” applies: “when a corporation has
10 operations spread across many states, the nerve center test is usually the correct
11 approach.” *Davis v. HSBC Bank Nevada, N.A.*, 557 F.3d 1026, 1029 (9th Cir.
12 2009); *Arellano*, 245 F. Supp. 2d at 1106 (“This test is generally utilized when a
13 corporation’s activities are far flung and operations are conducted in many states”).
14 The “nerve center test,” locates a company’s “principal place of business in the
15 state where the majority of its executive and administrative functions are
16 performed.” *Tosco Corp.*, 236 F.3d at 500 (citing *Industrial Tectonics*, 912 F.2d at
17 1092-93).

18 17. Motel 6’s activities are widely dispersed throughout the United States.
19 Indeed, it operates in all 50 states, except Alaska and Hawaii. As of September
20 2009, Motel 6 had 11,377 employees nationwide. Of those employees, 2,909 are
21 in California. During all times relevant to this lawsuit and to the present, Motel 6
22 has derived approximately 20% of its annual revenue from California. As such,
23 Motel 6’s business operations do not “substantially predominate” in California.
24 *See Davis*, 557 F.3d at 1029-30 (holding that, even if a nationwide company’s
25 business operations “predominate” in California, it will nevertheless not be found
26 to be a citizen of California unless “a *substantial* predominance of its activities are
27 located in California; it will not be a citizen of California merely because its
28 operations in California cater to California’s larger population.”) (emphasis added).

1 18. Because Motel 6's business operations do not substantially
2 predominate in any one state, much less in California, the "nerve center test" is the
3 applicable test to determine the company's principal place of business. Some
4 relevant considerations under this test include where the directors and owners meet
5 and live, where the executives live and work, where the administrative and
6 financial offices and records are located, where the "home office" is located, where
7 policy decisions are made, and where day-to-day control of the business is
8 exercised. *See Unger v. Del E. Webb Corp.*, 233 F. Supp. 713, 716 (ND Cal.
9 1964).

10 19. Motel 6's corporate headquarters is located in Carrollton, Texas.
11 From its headquarters in Carrollton, Texas, Motel 6 conducts such executive
12 operations, including but not limited to, those relating to firm-wide policies and
13 procedures, human resources, legal affairs, marketing, tax, benefits, information
14 technology, finance, and general operations of its hotel operations. Many of Motel
15 6's high-level executives, including the Chief Executive Officer and the Chief
16 Operating Officer, maintain offices in Carrollton, Texas.

17 20. As demonstrated above, Motel 6 is not now, and was not at the time of
18 the filing of the Complaint, a citizen of the state of California within the meaning
19 of the Acts of Congress relating to the removal of cases.

20 21. **Accor North America, Inc.** For purposes of removal under CAFA,
21 there need only be "minimal" diversity, i.e., if *any* class member is a citizen of a
22 different state than *any* defendant, sufficient diversity exists for removal under
23 CAFA. 28 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B). As demonstrated and discussed
24 above, Motel 6 Operating L.P., the only proper defendant in this action, has diverse
25 citizenship from the named Plaintiffs herein. Accordingly, Accor's citizenship is
26 irrelevant to this removal. Nevertheless, Accor is also diverse from Plaintiffs.
27 Accor is now, and was at the time of the filing of this action, a citizen of a State
28 other than California within the meaning of 28 U.S.C. section 1332(c)(1). Section

1 1332(c)(1) states that “a corporation shall be deemed to be a citizen of any State by
2 which it has been incorporated and of the State where it has its principal place of
3 business.”

4 22. Accor is now, and at all times since this action commenced has been,
5 a corporation organized under the laws of the State of Delaware.

6 23. Accor’s principal place of business is Carrollton, Texas.

7 24. Accor’s activities are widely dispersed throughout the United States.
8 It oversees operations all of the 50 states, except Alaska and Hawaii.

9 25. Because Accor’s business operations do not substantially predominate
10 in any one state, the “nerve center test” is the applicable test to determine the
11 company’s principal place of business. Some relevant considerations under this
12 test include where the directors and owners meet and live, where the executives
13 live and work, where the administrative and financial offices and records are
14 located, where the “home office” is located, where policy decisions are made, and
15 where day-to-day control of the business is exercised. *See Unger v. Del E. Webb*
16 *Corp.*, 233 F. Supp. 713, 716 (ND Cal. 1964).

17 26. Accor’s corporate headquarters and executive offices are located in
18 Carrollton, Texas. From its headquarters in Carrollton, Texas, Accor conducts
19 such executive operations, including but not limited to, those relating to firm-wide
20 policies and procedures, human resources, legal affairs, marketing, tax, benefits,
21 information technology, finance, and general operations of its hotel operations.
22 Many of Accor’s high-level executives, including the Chief Executive Officer and
23 the Chief Operating Officer, maintain offices in Carrollton, Texas.

24 27. As demonstrated above, Accor is not now, and was not at the time of
25 the filing of the Complaint, a citizen of the state of California within the meaning
26 of the Acts of Congress relating to the removal of cases.

27 28. **Doe Defendants.** Pursuant to 28 U.S.C. section 1441(a), the
28 residence of fictitious and unknown defendants should be disregarded for purposes

1 of establishing removal jurisdiction under 28 U.S.C. section 1332. *Fristos v.*
2 *Reynolds Metals Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980) (unnamed defendants
3 are not required to join in a removal petition). Thus, the existence of Doe
4 Defendants one through one hundred, inclusive, does not deprive this Court of
5 jurisdiction.

6 AMOUNT IN CONTROVERSY

7 29. The claims of the individual members in a class action are aggregated
8 to determine if the amount in controversy exceeds the sum or value of \$5,000,000.
9 28 U.S.C. § 1332(d)(6). In addition, Congress intended for federal jurisdiction to
10 be appropriate under CAFA “if the value of the matter in litigation exceeds
11 \$5,000,000 either from the viewpoint of the plaintiff or the viewpoint of the
12 defendant, and regardless of the type of relief sought (e.g., damages, injunctive
13 relief, or declaratory relief).” Senate Judiciary Committee Report, S. REP. 109-14,
14 at 42. Moreover, the Senate Judiciary Committee’s Report on the final version of
15 CAFA makes clear that any doubts regarding the maintenance of interstate class
16 actions in state or federal court should be resolved in favor of federal jurisdiction.
17 S. REP. 109-14, at 42-43 (“[I]f a federal court is uncertain about whether ‘all
18 matters in controversy’ in a purported class action ‘do not in the aggregate exceed
19 the sum or value of \$5,000,000, the court should err in favor of exercising
20 jurisdiction over the case . . . Overall, new section 1332(d) is intended to expand
21 substantially federal court jurisdiction over class actions. Its provisions should be
22 read broadly, with a strong preference that interstate class actions should be heard
23 in a federal court if properly removed by any defendant.”).

24 30. The alleged amount in controversy in this class action exceeds, in the
25 aggregate, \$5,000,000. The Complaint alleges a putative class that consists of all
26 non-exempt (hourly) employees in the State of California in the last four years. As
27 pleaded, this includes thousands of employees in total. As of October 9, 2009,
28 Motel 6 has 2,675 hourly employees in California. At all times relevant to this

1 lawsuit, Motel 6 has had approximately the same number of hourly employees. As
 2 set forth below, the amount in controversy implicated by the class-wide allegations
 3 far exceeds \$5,000,000.⁵

4 **31. Unpaid Meal/Rest Break Compensation.** Plaintiffs seek recovery
 5 for alleged (1) failure to provide meal periods and (2) failure to provide rest
 6 breaks.⁶ The money owed for a missed meal period or rest break pursuant to Labor
 7 Code section 226.7 is one hour of an aggrieved employee's pay for each violation.⁷
 8 Based on the allegations that Plaintiffs and the class members were not provided
 9 statutorily-required meal and rest breaks each workday during the class period, the
 10 total amount in controversy based on these claims alone would be (2,675 hourly
 11 employees) × (4 years of class period) × (52 weeks/year) × (5 shifts per work
 12 week) × (\$6.75 hourly rate⁸) = **\$18,775,500.**

13 **32. Overtime Compensation.** Although the foregoing alone establishes
 14 to a legal certainty that the amount in controversy exceeds \$5 million, Plaintiffs
 15 separately allege that the putative class members worked in excess of 8 hours per
 16 day and 40 hours per week without receiving overtime compensation; Plaintiffs
 17

18 ⁵ In addition to the amount of damages that Defendants can ascertain as set
 19 forth herein, Plaintiffs allege additional claims on a class-wide basis. For example,
 20 Plaintiffs plead a claim for failure to reimburse employees for expenditures
 21 incurred in the discharge of duties. Due to the lack of any facts pleaded to support
 those claims, Defendants cannot presently ascertain the amount in controversy for
 those claims.

22 ⁶ Complaint ¶¶ 2-3, 10, 16-19, 22-25, 27, 32.

23 ⁷ Labor Code section 226.7 provides a penalty of one hour of pay for each day
 in which a meal or rest period is not provided in accordance with the law.
 California law defines the extra hour of pay under section 226.7 as a wage, not a
 penalty. *Murphy v. Kenneth Cole Productions, Inc.* 40 Cal. 4th 1094 (2007).
 24 Thus, the statute of limitations for the 226.7 claims is three years, and is extended
 an additional year pursuant to the four year statute of limitations available under
 25 Business & Professions Code section 17200.

26 ⁸ The minimum wage was \$6.75 at the beginning of the relevant time period,
 changed to \$7.50 on January 1, 2007, and \$8.00 on January 1, 2008. All
 27 employees have at all times earned at least the minimum wage. For purposes of
 these calculations, Defendants use the lowest minimum wage to demonstrate that,
 28 even at the lowest possible hourly rate, the amount in controversy exceeds \$5
 million.

1 claim unpaid overtime compensation for the putative class from August 2005.⁹
 2 Using a conservative estimate of only one hour of alleged unpaid overtime
 3 compensation per week, the amount in controversy based on this claim would be
 4 the sum of (2,675 hourly employees) × (4 years of class period) × (52 weeks/year)
 5 × (one overtime hour per week) × (\$6.75 hourly rate) × (1.5 overtime premium
 6 multiplier) = **\$5,663,550.**

7 **33. Waiting-Time Penalties.** Plaintiffs also seek penalties for alleged
 8 violations of Labor Code section 203, for failure to pay employees all wages due
 9 and payable at the time of termination of employment.¹⁰ If Plaintiffs prevailed on
 10 this claim on a class-wide basis, each class member whose employment was
 11 terminated in the class period could be entitled to up to 30 days' wages. From
 12 2005 through September 30, 2009, approximately 6,500 hourly housekeepers (the
 13 position held by the two Plaintiffs) in California have quit or been terminated.
 14 Assuming that these hourly employees who quit or resigned earned even the lowest
 15 applicable minimum wage during the relevant time period, and further assuming
 16 they would be entitled to eight hours of pay for 30 days in penalties, then potential
 17 exposure for the waiting time penalties amounts to (\$6.75 hourly rate) × (8 hours
 18 per day) × (30 days) × (6,500 hourly employees who quit or were terminated) =
 19 **\$10,530,000.**

20 **34. Wage Statement Penalties.** Plaintiffs also seek penalties for alleged
 21 violations of Labor Code section 226, for failure to maintain accurate time records
 22 and wage statements.¹¹ If Plaintiffs prevailed on this claim on a class-wide basis,
 23 each class member could be entitled to penalties of up to a statutory maximum of
 24 \$4,000. *See* Labor Code § 226(e). The total potential amount in controversy
 25
 26

27 ⁹ Complaint ¶¶ 2-3, 10, 19, 27, 32, and 34-37.

28 ¹⁰ Complaint, ¶¶ 2-3, 10, 19, 27, 32, 35, 40, 48, and 53.

¹¹ Complaint, ¶¶ 39-40.

1 and division embracing the place where such action is pending.” 28 U.S.C.
2 § 1441(a).

3 **NOTICE OF REMOVAL**

4 39. A true and correct copy of this Notice of Removal will be promptly
5 served on Plaintiffs and filed with the Clerk of the Superior Court of the State of
6 California for the County of Los Angeles, as required under 28 U.S.C. section
7 1446(d).

8 40. In compliance with 28 U.S.C. section 1446(a), Defendants have
9 attached herein a copy of the state-court papers served on them to date– the
10 Summons and Complaint (Exhibit A), Notice of Case Assignment and ADR
11 Packet (Exhibit B); Notice of Case Re-Assignment (Exhibit C); and Notice of Case
12 Management Conference (Exhibit D); Notice and Acknowledgment of Receipt of
13 the Summons and Complaint on behalf of Motel 6 Operating L.P. (Exhibit E); and
14 Notice and Acknowledgment of Receipt of the Summons and Complaint on behalf
15 of Accor North America, Inc. (Exhibit F).

16 WHEREFORE, Defendants Motel 6 Operating L.P. and Accor North
17 America, Inc. pray that the above action pending before the Superior Court of the
18 State of California for the County of Los Angeles be removed to the United States
19 District Court for the Central District of California, Western Division.

20 Dated: November 6, 2009

SEYFARTH SHAW LLP

21
22 By 

23 Michael D. Mandel
24 Attorneys for Defendants
25 ACCOR NORTH AMERICA, INC.
26 and MOTEL 6 OPERATING L.P.
27
28

Exhibit “A”

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Motel 6 Inc., a Delaware corporation; Accor North America, Inc., a Delaware corporation; Motel 6 O.L.P., an unknown business entity; Studio 6, an unknown business entity, and DOES 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE) Monica Gould and Patricia Sanchez, individually, and on behalf of all other similarly situated current and former employees of Motel 6 Inc.

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

**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

AUG 13 2009

John A. Clarke, Executive Officer/Clerk
[Signature]
BY MARY GARCIA, Deputy

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):

LOS ANGELES SUPERIOR COURT
111 N. HILL STREET
111 N. HILL STREET
LOS ANGELES, CA 90012-3117

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

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
MATTHEW J. MATERN (State Bar #159798) (310) 218-5500
RASTEGAR & MATERN, ATTORNEYS AT LAW

1010 CRENSHAW BOULEVARD, SUITE 100
TORRANCE, CALIFORNIA 90501

DATE:

(Fecha)

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

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

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

3. on behalf of (specify):

- under:
- CCP 416.10 (corporation)
 - CCP 416.20 (defunct corporation)
 - CCP 416.40 (association or partnership)
 - other (specify):
 - CCP 416.60 (minor)
 - CCP 416.70 (conservatee)
 - CCP 416.90 (authorized person)

4. by personal delivery on (date):

1 MATTHEW J. MATERN (State Bar #159798)
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4 Torrance, California 90501
5 Tel. (310) 218-5500
6 Fax.(310) 218-1155

7 Attorney for Plaintiffs,
8 Monica Gould, Patricia Sanchez, and
9 other similarly situated current and former
10 employees of Motel 6 Inc. et al.

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
AUG 13 2009

John A. Clarke, Executive Officer/Clerk
BY MARY GARCIA, Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES (Central District)**

13 Monica Gould and Patricia Sanchez,
14 individually, and on behalf of all
15 other similarly situated current and
16 former employees of Motel 6 Inc.,

17 Plaintiffs,

18 vs.

19 Motel 6 Inc., a Delaware corporation;
20 Accor North America, Inc., a Delaware
21 corporation; Motel 6 O.L.P., an
22 unknown business entity; Studio 6, an
23 unknown business entity, and DOES 1
24 through 100, inclusive,

25 Defendants.

CASE NO. BC 419769

**CLASS ACTION
COMPLAINT**

1. Failure to Provide Required Rest Periods (Labor Code § 226.7)
2. Failure to Provide Required Meal Periods (Labor Code §§ 226.7 & 512)
3. Unlawful Collection or Receipt of Wages Previously Paid and Failure to Indemnify For Expenditures in Discharge of Duties (Labor Code §§ 221 and 2802)
4. Failure to Pay Overtime Compensation (Labor Code § 1194)
5. Failure to Provide Accurate Statements and Maintain Required Records (Labor Code §§ 226 and 1174)
6. Failure to Pay Minimum Wage (Labor Code §§ 1197, 1197.1 and IWC Wage Order 4-2001)
7. Failure to Pay Upon Termination (Labor Code §§ 201, 202, 203, 227.3)
8. Unlawful Business Practices (Bus. and Prof. Code § 17200)

DEMAND FOR JURY TRIAL

1 PLAINTIFFS MONICA GOULD AND PATRICIA SANCHEZ, individually, and on
2 behalf of all other persons similarly situated, by their attorneys, RASTEGAR & MATERN,
3 ATTORNEYS AT LAW, A PROFESSIONAL CORPORATION, for their Complaint
4 against the DEFENDANTS MOTEL 6, INC., a Delaware corporation; ACCOR NORTH
5 AMERICA, INC. a Delaware Corporation; MOTEL 6 O.L.P., an unknown business entity,
6 and STUDIO 6, an unknown business entity and DOES 1 through 100 inclusive,
7 respectfully allege as follows:

8 **JURISDICTION**

9 1. This Court is the proper Court, and this action is properly filed in the Superior
10 Court of the State of California, County of Los Angeles, because DEFENDANTS'
11 obligations and liability arises in the County of Los Angeles, because DEFENDANTS
12 maintain offices and transact business in the County of Los Angeles, and because the work
13 which is the subject of this action was performed by PLAINTIFFS in the County of Los
14 Angeles.

15 **PLAINTIFFS**

16 2. PLAINTIFFS MONICA GOULD AND PATRICIA SANCHEZ ("NAMED
17 PLAINTIFFS"), and other similarly situated current and former employees in the State of
18 California ("PLAINTIFFS") of MOTEL 6, INC., ACCOR NORTH AMERICA, INC. a
19 Delaware Corporation, MOTEL 6 O.L.P., and STUDIO 6, and DOES 1 through 100
20 inclusive ("DEFENDANTS"), bring this Class Action to recover, among other things,
21 unpaid and illegally calculated overtime compensation, indemnification for expenses,
22 wages and penalties due from illegal deductions, illegal break policies, including meal
23 period policies, failure to maintain required records, interest, attorneys fees, costs, and
24 expenses. The NAMED PLAINTIFFS reserve the right to name additional class
25 representatives.

26 3. PLAINTIFFS are current and former non-exempt employees of
27 DEFENDANTS, for a period of time within the four (4) years preceding the filing of this
28 action.

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DEFENDANTS

4. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and thereon allege that MOTEL 6, INC. is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Delaware. PLAINTIFFS are further informed and believe, and thereon allege, that MOTEL 6, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, MOTEL 6, INC. maintains offices and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

5. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and thereon allege that ACCOR NORTH AMERICA, INC. is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Delaware. PLAINTIFFS are further informed and believe, and thereon allege, that ACCOR NORTH AMERICA, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, ACCOR NORTH AMERICA, INC. maintains offices and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

6. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and thereon allege that MOTEL 6 O.L.P. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, MOTEL 6 O.L.P. maintains offices and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

7. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and thereon allege that STUDIO 6 is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, STUDIO 6 maintains offices and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California

8. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and thereon allege that MOTEL 6, INC. ("MOTEL 6"), ACCOR NORTH

1 AMERICA, INC., MOTEL 6 O.L.P., and STUDIO 6, are, and at all times relevant hereto
2 were, a corporation organized and existing under and by virtue of the laws of the State of
3 Delaware. PLAINTIFFS are further informed and believe, and thereon allege, that
4 DEFENDANTS MOTEL 6, INC., ACCOR NORTH AMERICA, INC., MOTEL 6 O.L.P.,
5 and STUDIO 6 are authorized to conduct business in the State of California, and do
6 conduct business in the State of California. Specifically, upon information and belief,
7 MOTEL 6, INC., ACCOR NORTH AMERICA, INC., MOTEL 6 O.L.P., and STUDIO 6
8 maintain offices and conduct business in, and engage in illegal payroll practices or policies
9 in, the County of Los Angeles, State of California.

10 9. The true names and capacities of DOES 1-100, inclusive, are unknown to
11 PLAINTIFFS who therefore sue said DOE Defendants by fictitious names. PLAINTIFFS
12 will amend this Complaint to show their true names and capacities when they have been
13 ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or
14 engaged in a joint enterprise with each other. Additionally, all of the DEFENDANTS were
15 joint employers of the PLAINTIFFS.

16 10. At all relevant times herein, PLAINTIFFS were employed by
17 DEFENDANTS under employment agreements that were partly written, partly oral, and
18 partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
19 each of them, acted pursuant to and in furtherance of their policies and practices of not
20 paying PLAINTIFFS all wages earned and due, through methods and schemes which
21 include but are not limited to, failing to pay overtime premiums; failing to provide rest and
22 meal periods; failing to properly maintain records; failing to provide accurate itemized
23 statements for each pay period; and requiring, permitting or suffering the employees to
24 work off the clock, in violation of California Labor Code and Industrial Welfare
25 Commission ("IWC") Orders.

26 11. PLAINTIFFS are informed and believe and thereon allege that each and
27 every of the acts and omissions alleged herein were performed by, and/or attributable to, all
28 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and

1 control of each of the other DEFENDANTS, and that said acts and failures to act were
2 within the course and scope of said agency, employment and/or direction and control.

3 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
4 PLAINTIFFS have suffered and continue to suffer from loss of earnings in amounts as yet
5 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

6 **CLASS ACTION DESIGNATION**

7 13. This action is appropriately suited for a Class Action because:

8 A. The potential class is a significant number. Joinder of all current and
9 former employees individually would be impractical.

10 B. This action involves common questions of law and fact to the
11 potential class because the action focuses on the DEFENDANTS' systematic course of
12 illegal payroll practices and policies, which was applied to all hourly employees in violation
13 of the California Labor Code, IWC Orders, and the California Business and Professions
14 Code which prohibits unfair business practices arising from such violations.

15 C. The claims of the NAMED PLAINTIFFS are typical of the class
16 because DEFENDANTS subjected all of their hourly employees to the identical violations
17 of the California Labor Code and California Business and Professions Code.

18 D. The NAMED PLAINTIFFS are able to fairly and adequately protect
19 the interests of all members of the class because it is in their best interests to prosecute the
20 claims alleged herein to obtain full compensation due to them for all services rendered and
21 hours worked.

22 **FIRST CAUSE OF ACTION**

23 **Failure to Provide Required Rest Periods**

24 **(California Labor Code § 226.7)**

25 **AS TO ALL DEFENDANTS**

26
27 14. PLAINTIFFS incorporate herein by specific reference as though fully set
28 forth the allegations in paragraphs 1 through 13 inclusive.

1 15. Pursuant to California Labor Code § 226.7 and Industrial Welfare
2 Commission Wage Order 7-2001, DEFENDANTS are required to provide rest periods to
3 their employees. DEFENDANTS are required to provide a ten minute rest period for every
4 four hours worked or major fraction thereof. Furthermore, DEFENDANTS are required to
5 pay one extra hour of compensation for each day in which a rest period is missed.

6 16. PLAINTIFFS were non-exempt employees entitled to the protections of
7 California Labor Code § 226.7 and Wage Order 7-2001. During the course of
8 PLAINTIFFS' employment, DEFENDANTS, pursuant to their policies and procedures,
9 failed to provide their employees with required rest periods.

10 17. Furthermore, DEFENDANTS failed to compensate their employees who
11 were entitled to receive, and did not receive, rest periods, with the required extra hour of
12 compensation.

13 18. DEFENDANTS failed to provide numerous other persons who are
14 similarly situated to the individual NAMED PLAINTIFFS with required rest periods, and
15 failed to provide required compensation when rest periods were not provided.

16 19. In violation of state law, DEFENDANTS have knowingly and wilfully
17 refused to perform their obligations to provide required rest periods, and to provide
18 compensation when rest periods were not provided. As a direct result, PLAINTIFFS have
19 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
20 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
21 DEFENDANTS to fully perform their obligations under state law, all to their respective
22 damages in amounts according to proof at time of trial, and within the jurisdiction of this
23 Court. DEFENDANTS committed the acts alleged herein knowingly and wilfully, with the
24 wrongful and deliberate intention of injuring PLAINTIFFS, from improper motives
25 amounting to malice, and in conscious disregard of PLAINTIFFS' rights. PLAINTIFFS
26 are thus entitled to recover the unpaid balance of compensation due, wages owed, interest,
27 statutory penalties, nominal, actual, compensatory, punitive, and exemplary damages,
28 attorneys' fees, and costs of suit in amounts according to proof at time of trial, and within
the jurisdiction of this Court.

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SECOND CAUSE OF ACTION

**Failure to Provide Required Meal Periods
(California Labor Code § 226.7)
AS TO ALL DEFENDANTS**

20. PLAINTIFFS incorporate herein by specific reference as though fully set forth the allegations in paragraph 1 through 19 inclusive.

21. Pursuant to California Labor Code § 226.7 and Industrial Welfare Commission Wage Order 7-2001, DEFENDANTS are required to provide meal periods to their employees. DEFENDANTS are required to provide a meal period to any employee who works a shift of more than five (5) hours, and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, DEFENDANTS are required to pay one extra hour of compensation for each missed meal period to their employees who are entitled to receive, and do not receive, meal periods.

22. PLAINTIFFS were non-exempt employees entitled to the protections of California Labor Code § 226.7 and Wage Order 7-2001. During the course of PLAINTIFFS' employment, DEFENDANTS, pursuant to their policies and procedures, failed to provide their employees with required meal periods, and/or uninterrupted meal periods.

23. Furthermore, DEFENDANTS failed to compensate their employees who were entitled to receive, and did not receive, meal periods, and/or uninterrupted meal periods, with the required extra hour of compensation.

24. Furthermore, DEFENDANTS' employees, including NAMED PLAINTIFFS, were often forced, through necessity of completing their assigned tasks, to work through meal periods and/or portions of meal periods. In such cases, DEFENDANTS routinely failed to compensate the employees with the required extra hour of compensation, and also, in many cases, altered the employees' time records to reflect that a meal period had been taken when in fact no meal period had been taken.

1 25. DEFENDANTS failed to provide numerous other persons who are
 2 similarly situated to the individual NAMED PLAINTIFFS with required meal periods, and
 3 failed to provide required compensation when meal periods were not provided.
 4 Additionally, DEFENDANTS altered the time records of numerous other similarly situated
 5 persons to reflect that a meal period had been taken, when in fact no meal period had been
 6 taken.

7 26. DEFENDANTS' alteration of their employees' time records as described
 8 herein violates Wage Order 7-2001, which requires DEFENDANTS to keep accurate
 9 records of their employees' meal periods.

10 27. In violation of state law, DEFENDANTS have knowingly and wilfully
 11 refused to perform their obligations to provide required meal periods, to provide
 12 compensation when meal periods are not provided, to compensate PLAINTIFFS for all
 13 wages earned and all hours worked, and to keep accurate time records of meal periods. As
 14 a direct result, PLAINTIFFS have suffered, and continue to suffer, substantial losses
 15 related to the use and enjoyment of such wages, lost interest on such wages, and expenses
 16 and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations
 17 under state law, all to their respective damages in amounts according to proof at time of
 18 trial, and within the jurisdiction of this Court. DEFENDANTS committed the acts alleged
 19 herein knowingly and wilfully, with the wrongful and deliberate intention of injuring
 20 PLAINTIFFS, from improper motives amounting to malice, and in conscious disregard of
 21 PLAINTIFFS' rights. PLAINTIFFS are thus entitled to recover the unpaid balance of
 22 compensation due, wages owed, interest, statutory penalties, nominal, actual,
 23 compensatory, punitive, and exemplary damages, attorneys' fees, and costs of suit in
 24 amounts according to proof at time of trial, and within the jurisdiction of this Court.

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THIRD CAUSE OF ACTION

**Unlawful Collection or Receipt of Wages Previously Paid and Failure to Indemnify
For Expenditures in Discharge of Duties
(California Labor Code §§ 221 and 2802)
AS TO ALL DEFENDANTS**

28. PLAINTIFFS incorporate herein by specific reference as though fully set forth the allegations in paragraph 1 through 27 inclusive.

29. Pursuant to California Labor Code § 221 and Industrial Welfare Commission Wage Order 7-2001, DEFENDANTS are prohibited from collecting or receiving wages previously paid, and are required to provide uniforms and equipment to their employees free of charge. DEFENDANTS are also required, pursuant to California Labor Code § 2802, to indemnify their employees for expenses incurred in the discharge of their duties.

30. PLAINTIFFS were non-exempt employees entitled to the protections of California Labor Code §§ 221 and 2802, and Wage Order 7-2001. During the course of PLAINTIFFS' employment, DEFENDANTS, pursuant to their policies and procedures, charged their employees for uniforms and equipment.

31. DEFENDANTS also charged numerous other persons who are similarly situated to the individual NAMED PLAINTIFFS for uniforms and equipment.

32. In violation of state law, DEFENDANTS have knowingly and wilfully refused to perform their obligations to provide uniforms and equipment free of charge, and have instead charged their employees for uniforms and equipment required in the discharge of their duties. As a direct result, PLAINTIFFS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

DEFENDANTS committed the acts alleged herein knowingly and wilfully, with the wrongful and deliberate intention of injuring PLAINTIFFS, from improper motives

1 amounting to malice, and in conscious disregard of PLAINTIFFS' rights. PLAINTIFFS
2 are thus entitled to recover the unpaid balance of compensation due, wages owed, interest,
3 statutory penalties, nominal, actual, compensatory, punitive, and exemplary damages,
4 attorneys' fees, and costs of suit in amounts according to proof at time of trial, and within
5 the jurisdiction of this Court.

6
7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay Overtime Compensation**
9 **(California Labor Code §§ 510 and 1194)**
10 **AS TO ALL DEFENDANTS**

11 33. PLAINTIFFS incorporate herein by specific reference as though fully set
12 forth the allegations in paragraphs 1 through 32 inclusive.

13 34. Pursuant to California Labor Code §§ 510 and 1194, for the four (4) years
14 preceding the filing of this lawsuit, DEFENDANTS were required to compensate
15 PLAINTIFFS for all overtime, which is calculated at one and one-half (1 ½) times the
16 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40)
17 hours per week, and for the first eight (8) hours of the seventh consecutive work day, with
18 double time after eight (8) hours of the seventh day of any work week, or after twelve (12)
19 hours in any work day.

20 35. PLAINTIFFS were non-exempt employees entitled to the protections of
21 California Labor Code §§ 510 and 1194. During the course of PLAINTIFFS' employment,
22 DEFENDANTS failed to compensate PLAINTIFFS for overtime hours worked as required
23 under the foregoing provisions California Labor Code by failing to pay for all hours
24 worked; by requiring, permitting or suffering the employees to work off the clock; by
25 requiring, permitting or suffering the employees to work through breaks; by illegally and
26 inaccurately recording time worked; by failure to indemnify employees for expenses; by
27 improper payroll deductions; through failure to properly maintain records; through
28 falsifying hours worked and through other methods to be discovered.

1 36. In violation of state law, DEFENDANTS have knowingly and wilfully
2 refused to perform their obligations to compensate PLAINTIFFS for all wages earned and
3 all hours worked. As a direct result, PLAINTIFFS have suffered, and continue to suffer,
4 substantial losses related to the use and enjoyment of such wages, lost interest on such
5 wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully
6 perform their obligations under state law, all to their respective damages in amounts
7 according to proof at time of trial, and within the jurisdiction of this Court.
8 DEFENDANTS committed the acts alleged herein knowingly and wilfully, with the wrong
9 and deliberate intention of injuring PLAINTIFFS, from improper motives amounting to
10 malice, and in conscious disregard of PLAINTIFFS' rights. PLAINTIFFS are this entitled
11 to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
12 according to proof at time of trial, and within the jurisdiction of this Court.

13 37. DEFENDANTS' conduct described herein violates Labor Code §§ 510
14 and 1194. Therefore, PLAINTIFFS are entitled to recover the unpaid balance of overtime
15 compensation DEFENDANTS owe PLAINTIFFS, plus interest, statutory penalties,
16 attorneys' fees, expenses, and costs of suit.

17
18 **FIFTH CAUSE OF ACTION**

19 **Failure to Provide Accurate Statements and to Maintain Required Records**
20 **(California Labor Code §§ 226 and 1174)**
21 **AS TO ALL DEFENDANTS**

22 38. PLAINTIFFS incorporate herein by specific reference as though fully set
23 forth the allegations in paragraph 1 through 37 inclusive.

24 39. At all relevant times herein, as part of their illegal payroll policies and
25 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
26 failed to maintain records as required under Labor Code § 1174, 1174.5 and IWC Orders 1-
27 2001(7) and 1-2001(20), including but not limited to failing to maintain accurate records as
28 to all hours worked by an employee and records of meal periods.

1 40. As a proximate result of the aforementioned violations, PLAINTIFFS have
2 been damaged in an amount according to proof at trial, and seek all wages earned and due,
3 interest, penalties, attorneys' fees, and expenses and costs of suit.
4

SIXTH CAUSE OF ACTION

**(Failure to Pay Minimum Wage - Labor Code §§ 1194, 1197,
1197.1 and IWC Wage Order 4-2001)
AS TO ALL DEFENDANTS**

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8 41. PLAINTIFFS incorporates herein by specific reference as though fully set
9 forth the allegations in paragraphs 1 through 40.

10 42. Pursuant to California Labor Code §1197, DEFENDANTS are required to
11 pay its employees the minimum wage fixed by the Labor Commission. Plaintiffs have fully
12 complied with the requirements of Labor Code §§ 2698 *et seq.* by giving the written notice
13 required by Labor Code section 2699.3 by certified mail to the Labor and Workforce
14 Development Agency and Defendant.

15 43. Pursuant to Labor Code § 1194: Notwithstanding any agreement to work for
16 a lesser wage, any employee receiving less than the legal minimum wage or the legal
17 overtime compensation applicable to the employee is entitled to recover in a civil action the
18 unpaid balance of the full amount of this minimum wage or overtime compensation,
19 including interest thereon, reasonable attorney's fees, and costs of suit.

20 44. Pursuant to Labor Code § 1197.1 subd. (a): Any employer or other person
21 acting either individually or as an officer, agent, or employee of another person, who pays
22 or causes to be paid to any employee a wage less than the minimum fixed by an order of the
23 commission shall be subject to a civil penalty as follows: (1) For any initial violation that is
24 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each
25 pay period for which the employee is underpaid. (2) For each subsequent violation for the
26 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for
27 each pay period for which the employee is underpaid regardless of whether the initial
28 violation is intentionally committed.

1 Plaintiffs seek to recover the penalties provided for by Labor Code section 1197.1 pursuant
2 to Labor Code sections 2698 *et seq.* and have fully complied with the pre-suit notification
3 required by Labor Code section 2699.3.

4 45. PLAINTIFFS were non-exempt employees entitled to the protections of
5 California Labor Code § 1197. During the course of PLAINTIFFS' employment,
6 DEFENDANTS, pursuant to their policies and procedures, failed to pay their employees
7 the minimum wage because they forced Plaintiffs to work off the clock, thereby paying
8 them nothing for those hours worked.

9 46. DEFENDANTS failed to pay the minimum wage to numerous other persons
10 who are similarly situated to the individual NAMED PLAINTIFFS.

11 47. In violation of state law, DEFENDANTS have knowingly and willfully
12 refused to perform their obligations to pay the minimum wage to PLAINTIFFS. As a direct
13 result, PLAINTIFFS have suffered, and continue to suffer, substantial losses related to the
14 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys'
15 fees in seeking to compel DEFENDANTS to fully perform their obligations under state
16 law, all to their respective damages in amounts according to proof at time of trial, and
17 within the jurisdiction of this Court.

18 48. DEFENDANTS committed the acts alleged herein knowingly and willfully,
19 with the wrongful and deliberate intention of injuring PLAINTIFFS, from improper
20 motives amounting to malice, and in conscious disregard of PLAINTIFFS' rights.
21 PLAINTIFFS are thus entitled to recover the unpaid balance of compensation due, wages
22 owed, interest, penalties, nominal, actual, compensatory, punitive, and exemplary damages,
23 attorneys fees, and costs of suit in amounts according to proof at time of trial, and within
24 the jurisdiction of this Court

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SEVENTH CAUSE OF ACTION

**(Failure to Pay Wages Upon Termination -
Cal. Labor Code §§ 201, 202, 203, 227.3)
AS TO ALL DEFENDANTS**

49. PLAINTIFFS incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 48.

50. Pursuant to California Labor Code §§201 and 202, employers, including DEFENDANTS, must make timely payment of the full wages due to their employees who quit or have been discharged. California Labor Code §227.3 also requires employers to pay employees for vested vacation time upon termination of employment. California Labor Code §203 provides waiting time penalties for violations of §§201 and 202.

51. Because Defendants required PLAINTIFFS to work off the clock without compensation and through required meal and rest breaks without compensation, DEFENDANTS have failed and continue to fail to pay the full earned and unpaid wages due to Plaintiffs upon discharge or termination.

52. DEFENDANTS have failed and continue to fail to timely pay PLAINTIFFS the full earned and unpaid wages due upon discharge or termination by failing to pay all wages due as required either immediately upon discharge of the employee or within 72 hours thereafter.

53. DEFENDANTS have committed and continue to commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring PLAINTIFFS' rights. As a direct result, PLAINTIFFS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court. PLAINTIFFS and members of the class are therefore also entitled to waiting time penalties pursuant to California Labor Code §203.

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EIGHTH CAUSE OF ACTION

**Unlawful Business Practices
(California Business and Professions Code § 17200)
AS TO ALL DEFENDANTS**

54. PLAINTIFFS incorporate herein by specific reference as though fully set forth the allegations in paragraphs 1 through 53 inclusive.


55. By violating the foregoing statutes, DEFENDANTS' acts constitute unfair and unlawful business practices under California Business and Professions Code § 17200, *et seq.*

55. DEFENDANTS' violation of California wage and hour laws constitutes a business practice because it was done repeatedly over a significant period of time, and in a systematic manner to the detriment of PLAINTIFFS.

57. For the four (4) years preceding the filing of this action, PLAINTIFFS have suffered damages and request damages and/or restitution of all monies and profits to be disgorged from DEFENDANTS in an amount according to proof at time of trial, but within the jurisdiction of this Court.

DATED: August 3, 2009

Respectfully submitted,
RASTEGAR & MATERN

By: 

Matthew J. Matern
Attorneys for Plaintiffs Monica
Gould, Patricia Sanchez, and other
similarly situated current and
former employees of Motel 6,
Inc., Accor North America, Inc.,
Motel 6 O.L.P., and Studio 6

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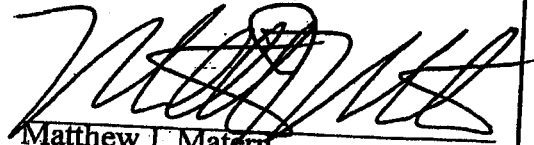
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable of right
by jury.

DATED: August 3, 2009

Respectfully submitted,
RASTEGAR & MATERN

By:



Matthew J. Matern
Attorneys for Plaintiffs Monica
Gould, Patricia Sanchez, and other
similarly situated current and
former employees of Motel 6,
Inc., Accor North America, Inc.,
Motel 6 O.L.P., and Studio 6

Exhibit “B”

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE
 Case Number _____**

BC 419769

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Elihu M. Berle	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Aurelio Munoz	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Conrad Aragon	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Helen I. Bendix	18	308	Hon. Susan Bryant-Deason	52	510
Hon. Judith C. Chirlin	19	311	Hon. John P. Shook	53	513
Hon. Kevin C. Brazile	20	310	Hon. Ernest M. Hiroshige	54	512
Hon. Zaven V. Sinanian	23	315	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Jane L. Johnson	56	514
Hon. Mary Ann Murphy	25	317	Hon. Ralph W. Dau	57	517
Hon. James R. Dunn	26	316	Hon. Rolf M. Treu	58	516
Hon. Yvette M. Palazuelos	28	318	Hon. David L. Minning	61	632
Hon. John A. Kronstadt	30	400	Hon. Michael L. Stern	62	600
Hon. Alan S. Rosenfield	31	407	Hon. Kenneth R. Freeman	64	601
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Charles F. Palmer	33	409	Hon. Edward A. Ferns	69	621
Hon. Amy D. Hogue	34	408	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Carl J. West*	311	CCW
Pending Assignment	40	414	Other		
Hon. Ronald M. Sohigian	41	417			

***Class Actions**

All class actions are initially assigned to Judge Carl J. West in Department 311 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ **JOHN A. CLARKE**, Executive Officer/Clerk
 By _____, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

Exhibit “C”

1 MATTHEW J. MATERN (State Bar #159798)
2 RASTEGAR & MATERN, ATTORNEYS AT LAW
3 1010 Crenshaw Boulevard, Suite 100
4 Torrance, California 90260
5 Tel. (310) 218-5500
6 Fax.(310) 218-1155

7 Attorney for Plaintiffs,
8 Monica Gould, Patricia Sanchez, and
9 other similarly situated current and former
10 employees of Motel 6 Inc. et al.

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

13 Monica Gould and Patricia Sanchez,)
14 individually, and on behalf of all)
15 other similarly situated current and former)
16 employees of Motel 6 Inc.,)

CASE NO.: BC419769

17 Plaintiffs,

NOTICE OF CASE
RE-ASSIGNMENT

18 vs.

19 Motel 6 Inc., a Delaware corporation;
20 Accor North America, Inc., a Delaware
21 corporation; Motel 6 O.L.P., an unknown
22 business entity; Studio 6, an unknown
23 business entity, and DOES 1 through 100,
24 inclusive,

25 Defendants.

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

27 **PLEASE TAKE NOTICE** that the Court has ordered a Case Reassignment on the
28 above captioned matter . The above entitled action previously assigned to Hon. Judge Carl J.
West in Department 311, was assigned to Hon. Judge John Shepard Wiley, Jr. in Department
50 for all purposes.

[See the attached notice from the clerk.]

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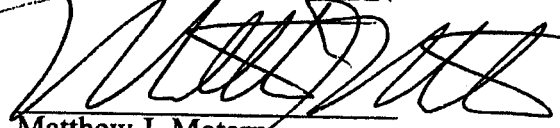
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DATED: October 1, 2009

RASTEGAR & MATERN

By:



Matthew J. Matern
Attorneys for Plaintiffs Monica Gould,
Patricia Sanchez, and other similarly
situated current and former employees of
Motel 6, Inc., Accor North America, Inc.,
Motel 6 O.L.P., and Studio 6

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/01/09

DEPT. 311

HONORABLE CARL J. WEST

JUDGE

E. SABALBURO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

8:30 am BC419769

Plaintiff
Counsel

MONICA GOULD ET AL
VS
MOTEL 6 INC ET AL

NO APPEARANCES

Defendant
Counsel

NON-COMPLEX (09-01-09)

NATURE OF PROCEEDINGS:

COURT ORDER

This Court makes its determination whether or not this case should be deemed complex pursuant to Rule 3.400 of the California Rules of Court.

This case is designated non-complex and is reassigned to Judge John Shepard Wiley, Jr. in Department 50 at Stanley Mosk Courthouse for all further proceedings.

Court orders any complex case fee paid to be refunded.

Plaintiff is ordered to serve a copy of this minute order on all parties forthwith and file a proof of service in Department 50 within five (5) days of service.

Any party objecting to the non-complex designation must file an objection and proof of service in Department 311 within ten (10) days of service of this minute order. Any response to the objection must be filed in Department 311 within seven (7) days of service of the objection. This Court will make its ruling on the submitted pleadings.

CLERK'S CERTIFICATE OF MAILING/
NOTICE OF ENTRY OF ORDER

<p>MINUTES ENTERED 09/01/09 COUNTY CLERK</p>
--

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/01/09

DEPT. 311

HONORABLE CARL J. WEST

JUDGE

E. SABALBURO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

8:30 am

BC419769

Plaintiff

Counsel

NO APPEARANCES

MONICA GOULD ET AL

VS

Defendant

MOTEL 6 INC ET AL

Counsel

NON-COMPLEX (09-01-09)

NATURE OF PROCEEDINGS:

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that this date I served Notice of Entry of the above minute order of 09-02-09 upon each party or counsel named below by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original entered herein in a separate sealed envelope for each, addressed as shown below with the postage thereon fully prepaid.

Date: 09-02-09

John A. Clarke, Executive Officer/Clerk

By:

KIN HILAIRE

K. HILAIRE

RASTEGAR & MATERN
Attorneys at Law
Matthew J. Matern, Esq.
1010 Crenshaw Boulevard, Suite 100
Torrance, California 90501

MINUTES ENTERED
09/01/09
COUNTY CLERK

Exhibit “D”

1 MATTHEW J. MATERN (State Bar #159798)
2 RASTEGAR & MATERN
3 Attorneys at Law, A.P.C.
4 1010 Crenshaw Boulevard, Suite 100
5 Torrance, California 90501
6 Tel: (310)218-5500
7 FAX: (310)218-1155

8 Attorney for Plaintiffs,
9 Monica Gould, Patricia Sanchez, and
10 other similarly situated current and former
11 employees of Motel 6 Inc. et al.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

14 Monica Gould and Patricia Sanchez,
15 individually, and on behalf of all
16 other similarly situated current and
17 former employees of Motel 6 Inc.,

18 Plaintiffs,

19 vs.

20 Motel 6 Inc., a Delaware corporation;
21 Accor North America, Inc., a Delaware
22 corporation; Motel 6 O.L.P., an unknown
23 business entity; Studio 6, an unknown
24 business entity, and DOES 1 through 100,
25 inclusive,

26 Defendants.

CASE NO. BC419769

NOTICE OF CASE MANAGEMENT
CONFERENCE

Date: December 15, 2009
Time: 8:30 a.m.
Dept.: 50

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

28 **PLEASE TAKE NOTICE** that the court has scheduled a Case Management Conference
hearing on the above captioned matter on December 15, 2009 at 8:30 a.m., in Department "50" of
the above-entitled Court, located at 111 N. Hill Street, Los Angeles, CA 90012.

[A copy of the notice from the clerk is attached hereto.]

///
///
///
///

1 DATED: October 1, 2009

Respectfully Submitted,

RASTEGAR & MATERN

By:



Matthew J. Matern
Attorneys for Plaintiffs Monica Gould,
Patricia Sanchez, and other similarly
situated current and former employees of
Motel 6, Inc., Accor North America, Inc.,
Motel 6 O.L.P., and Studio 6

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NOTICE SENT TO:

Matern, Matthew J., Esq.
Rastegar & Matern, Attorney at Law
1010 Crenshaw Boulevard, Suite 100
Torrance, CA 90501

ORIGINAL FILED

SEP 25 2009

**LOS ANGELES
SUPERIOR COURT**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

MONICA GOULD ET AL

VS.

MOTEL 6 INC ET AL

Plaintiff(s),

Defendant(s).

CASE NUMBER

BC419769

**NOTICE OF CASE
MANAGEMENT CONFERENCE**

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for ^{W TSC} December 15, 2009 at 8:30 am in Dept. 50 at 111 N. Hill Street, Los Angeles, California 90012.

Pursuant to California Rules of Court, 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order dismissing fictitious/unnamed defendants; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (GC 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, CCP Sections 177.5, 575.2, 583.150, 583.360 and 583.410, GC Section 68608 (b), and California Rules of Court 2.2 et seq.

Date: September 25, 2009

JOHN SHEPARD WILEY JR.

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

by personally giving the party notice upon filing the complaint.

Date: September 25, 2009

John A. Clarke, Executive Officer/Clerk

by L. CRUZ, Deputy Clerk

Exhibit “E”

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW J. MATERN (State Bar #159798) RASTEGAR & MATERN, ATTORNEYS AT LAW 1010 CRENSHAW BOULEVARD, SUITE 100 TORRANCE, CALIFORNIA 90501 TELEPHONE NO.: (310) 218-5500 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Monica Gould and Patricia Sanchez	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL STREET MAILING ADDRESS: 111 N. HILL STREET CITY AND ZIP CODE: LOS ANGELES, CA 90012-3117 BRANCH NAME: CENTRAL DISTRICT	
PLAINTIFF/PETITIONER: Monica Gould and Patricia Sanchez DEFENDANT/RESPONDENT: Motel 6 Inc., et al.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: BC419769

TO (insert name of party being served): Motel 6 O.L.P., an unknown business entity

NOTICE

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

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

Date of mailing: October 09, 2009

Matthew J. Matern

(TYPE OR PRINT NAME)



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

ACKNOWLEDGMENT OF RECEIPT

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

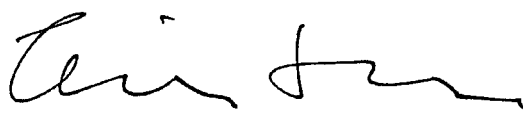
1. A copy of the summons and of the complaint.
2. Other: (specify): Notice of Case Assignment; ADR; Notice of Case Re-Assignment; Notice of Case Management Conference.

(To be completed by recipient):

Date this form is signed: **OCTOBER 20, 2009**

MICHAEL F. MARINO

COUNSEL FOR DEFENDANT



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

ACCOR NORTH AMERICA L et al

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

Exhibit “F”

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW J. MATERN (State Bar #159798) RASTEGAR & MATERN, ATTORNEYS AT LAW 1010 CRENSHAW BOULEVARD, SUITE 100 TORRANCE, CALIFORNIA 90501 TELEPHONE NO.: (310) 218-5500 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Monica Gould and Patricia Sanchez	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL STREET MAILING ADDRESS: 111 N. HILL STREET CITY AND ZIP CODE: LOS ANGELES, CA 90012-3117 BRANCH NAME: CENTRAL DISTRICT	
PLAINTIFF/PETITIONER: Monica Gould and Patricia Sanchez DEFENDANT/RESPONDENT: Motel 6 Inc., et al.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: BC419769

TO (insert name of party being served): Accor North America, Inc., a Delaware corporation

NOTICE

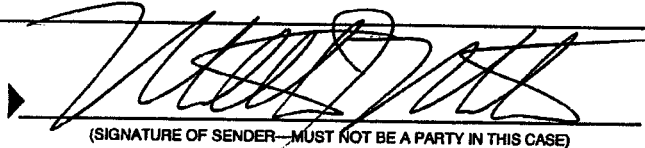
The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served)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

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

Date of mailing: October 09, 2009

Matthew J. Matern

(TYPE OR PRINT NAME)



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

ACKNOWLEDGMENT OF RECEIPT

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

1. A copy of the summons and of the complaint.
2. Other: (specify): Notice of Case Assignment; ADR; Notice of Case Re-Assignment; Notice of Case Management Conference.

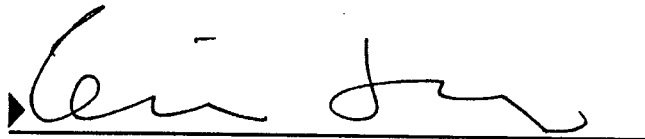
(To be completed by recipient):

Date this form is signed: OCTOBER 20, 2009

MICHAEL F. MARINO
COUNSEL FOR DEFENDANT

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

MOTEL 6 INC.
ACCOR NORTH AMERICA, et al



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

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Christina A. Snyder and the assigned discovery Magistrate Judge is Fernando M. Olguin.

The case number on all documents filed with the Court should read as follows:

CV09 - 8157 CAS (FMOx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Monica Gould and Patricia Sanchez	DEFENDANTS Accor North America, Inc. and Motel 6, O.L.P.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Matthew J. Matern (SBN 159798) RASTEGAR & MATERN, ATTORNEYS AT LAW 1010 Crenshaw Boulevard, Suite 100 Torrance, CA 90501 Tel: (310) 218-5500; Fax: (310) 218-1155	Attorneys (If Known) Michael D. Mandel (SBN 216934) Rocio Herrera (SBN 237139) SEYFARTH SHAW LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Tel: (310) 277-7200; Fax: (310) 201-5219

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:10%;"></td> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td></td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td></td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td></td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF			PTF	DEF		<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1		Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2		Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3		Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF			PTF	DEF																							
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3		Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																							

IV. ORIGIN (Place an X in one box only.)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
--	--	--	---	---	--	---

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Petition for Removal - 28 U.S.C. §§ 1322(d)(2), 1441, and 1446 (Class Action Fairness Act). Plaintiffs allege various violations of the California Labor Code violations and unlawful business practices.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 154 Contract Product Liability <input type="checkbox"/> 156 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 22 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 61 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW 405(g) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: _____

CV09 08157

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s):

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s):

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Delaware and Texas

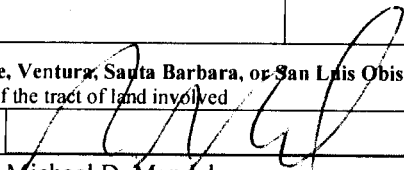
(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):


 Michael D. Mandel

Date November 6, 2009

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021. On November 6, 2009, I served the within documents:

CIVIL COVER SHEET

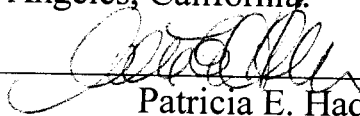
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed Federal Express envelope with postage paid on account and deposited with Federal Express at Los Angeles, California, addressed as set forth below.
- by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.
- electronically by using the Court's ECF/CM System.

Matthew J. Matern
RASTEGAR & MATERN
1010 Crenshaw Boulevard, Suite 1100
Torrance, California 90501

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made.

Executed on November 6, 2009, at Los Angeles, California.



Patricia E. Haden