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13 Counsel for Defendant,  
14 HUOYEN INTERNATIONAL, INC.

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF ORANGE**

17 ADRIANA ANGUIANO, individually, and on  
18 behalf of all other similarly situated current and  
19 former employees of INTERCONTINENTAL  
20 HOTELS GROUP RESOURCES, INC. and  
21 HSS GROUP, INC. WHICH WILL DO  
22 BUSINESS IN CALIFORNIA AS  
23 HOSPITALITY STAFFING SOLUTIONS,

24 Plaintiffs,

25 vs.

26 INTERCONTINENTAL HOTELS GROUP  
27 RESOURCES, INC., a Delaware corporation;  
28 and HSS GROUP, INC. WHICH WILL DO  
BUSINESS IN CALIFORNIA AS  
HOSPITALITY STAFFING SOLUTIONS, a  
Georgia corporation; and DOES 1 through 100,  
inclusive,

Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange

**05/06/2013** at 09:08:00 PM

Clerk of the Superior Court  
By Inna Cook, Deputy Clerk

Case No.: 30-2012-00541249

[Assigned for all purposes to the Honorable  
Nancy Wieben Stock, Dept. CX-105]

**ANSWER OF DEFENDANT HUOYEN  
INTERNATIONAL, INC. TO  
PLAINTIFF'S FIRST AMENDED  
COMPLAINT**

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**ANSWER OF DEFENDANT HUOYEN  
INTERNATIONAL, INC. TO  
PLAINTIFF'S FIRST AMENDED  
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1 Defendant HUOYEN INTERNATIONAL, INC., a California corporation (“Defendant”)  
2 on behalf of itself only, hereby answers the unverified First Amended Complaint (“FAC”) of  
3 plaintiff ADRIANA AGUIANO, individually, and on behalf of all other similarly situated  
4 current and former employees of INTERCONTINENTAL HOTELS GROUP RESOURCES,  
5 INC. and HSS GROUP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS  
6 HOSPITALITY STAFFING SOLUTIONS (“Plaintiff”), as follows:

7 **GENERAL DENIAL**

8 1. Pursuant to Section 431.30(d) of the California Code of Civil Procedure,  
9 Defendant hereby answers the Complaint filed by Plaintiff by generally denying each and every  
10 allegation contained therein; by denying that Plaintiff has been damaged or has sustained any  
11 damages as a result of the conduct alleged therein; and by asserting the following separate and  
12 distinct affirmative defenses.

13 **AFFIRMATIVE DEFENSES**

14 As separate and distinct affirmative defenses to FAC, Defendant alleges as follows:

15 2. AS A FIRST, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
16 Defendant alleges that the Complaint and each cause of action set forth therein fail to state a  
17 claim against Defendant on which relief can be granted.

18 3. AS A SECOND, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
19 Defendant alleges that Plaintiff’s claims are barred by the applicable statutes of limitations,  
20 including, but not limited to, Sections 338(a) and (d), 340(a)-(b), and 343 of the California Code  
21 of Civil Procedure , and Section 17208 of the California Business and Professions Code.

22 4. AS A THIRD, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
23 Defendant alleges that Plaintiff’s claims under Section 200, et seq., 512, 558, 1174 and 1174.5 of  
24 the California Labor Code are barred, in whole or in part, because there is no private right of  
25 action under such sections.

26 5. AS A FOURTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
27 Defendant alleges that Plaintiff’s claims cannot be maintained against Defendant because, if  
28 Defendant's employees (including Plaintiff) took the actions alleged, such actions were  
committed outside the course and scope of such employees' employment; were not authorized,  
adopted or ratified by Defendant; and/or Defendant did not know of nor should it have known of

1 such conduct.

2 6. AS A FIFTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
3 Defendant alleges that prosecution of this action under Sections 17200, et seq., of the California  
4 Business and Professions Code as applied to the facts and circumstances of this case, constitutes  
5 a denial of due process rights under the United States and California Constitutions.

6 7. AS A SIXTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
7 Defendant alleges that Plaintiff is not entitled to recover the equitable relief he seeks because an  
8 adequate remedy at law exists.

9 8. AS A SEVENTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
10 Defendant alleges that the Complaint fails to properly state facts on which restitution or  
11 disgorgement of monies may be ordered.

12 9. AS AN EIGHTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
13 Defendant alleges that Plaintiff's claims for recovery of penalties under, without limitation,  
14 Sections 203, 218.5, 226 and 1174.5 of the California Labor Code, are barred by Sections 340(a)-  
15 (b) of the California Code of Civil Procedure, for actions on a statute for a penalty, to the extent  
16 they seek to recover such penalties for events taking place more than one year before the filing of  
17 this action.

18 10. AS A NINTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
19 Defendant is informed and believes that further investigation and discovery will reveal, and on  
20 that basis alleges, that any monies owed to Plaintiff has been paid in full and any obligations it  
21 may have owed to Plaintiff has been paid or otherwise satisfied in full.

22 11. AS A TENTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
23 Defendant alleges that Plaintiff's claims are barred because the named Plaintiff lacks standing as  
24 a representative of the proposed class and as a representative of the group of alleged similarly  
25 situated individuals he seeks to represent, and does not adequately represent the putative class  
26 members.

27 12. AS AN ELEVENTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
28 Defendant is informed and believes that further investigation and discovery will reveal, and on  
that basis alleges, that Plaintiff's claims are barred by the equitable doctrine of waiver.

13. AS A TWELFTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,

1 Defendant is informed and believes that further investigation and discovery will reveal, and on  
2 that basis alleges, that Plaintiff's claims are barred by the equitable doctrine of estoppel.

3 14. AS A THIRTEENTH, SEPARATE AND DISTINCT AFFIRMATIVE  
4 DEFENSE, Defendant is informed and believes that further investigation and discovery will  
5 reveal, and on that basis alleges, that Plaintiff's claims are barred by the equitable doctrine of  
6 laches.

7 15. AS A FOURTEENTH, SEPARATE AND DISTINCT AFFIRMATIVE  
8 DEFENSE, Defendant is informed and believes that further investigation and discovery will  
9 reveal, and on that basis alleges, that Plaintiff's claims are barred by the equitable doctrine of  
10 unclean hands.

11 16. AS A FIFTEENTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
12 Defendant alleges that Plaintiff's prayer for restitution pursuant to Sections 17200, et seq. of the  
13 California Business and Professions Code is barred with respect to penalties of any nature.

14 17. AS A SIXTEENTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
15 Defendant alleges that the Complaint fails to properly state a claim on which prejudgment  
16 interest may be awarded, as the damages claimed are not sufficiently certain to allow an award of  
17 prejudgment interest.

18 18. AS A SEVENTEENTH, SEPARATE AND DISTINCT AFFIRMATIVE  
19 DEFENSE, Defendant alleges that Defendant's liability, if any, for non-economic damages is  
20 several only and not joint, pursuant to Section 1431.2 of the California Civil Code.

21 19. AS AN EIGHTEENTH, SEPARATE AND DISTINCT AFFIRMATIVE  
22 DEFENSE, Defendant alleges that all actions taken with regard to Plaintiff were taken for lawful  
23 business reasons and in good faith.

24 20. AS A NINETEENTH, SEPARATE AND DISTINCT AFFIRMATIVE  
25 DEFENSE, Defendant alleges that Plaintiff consented to, encouraged, or voluntarily participated  
26 in all actions taken, if any.

27 21. AS A TWENTIETH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
28 Defendant alleges that the Complaint and each cause of action therein, or some of them, are  
barred because the applicable wage orders of the Industrial Welfare Commission are  
unconstitutionally vague and ambiguous and violate Defendant's rights under the United States

1 Constitution and the California Constitution as to, among other things, due process of law.

2 22. AS A TWENTY FIRST, SEPARATE AND DISTINCT AFFIRMATIVE  
3 DEFENSE, Defendant alleges that Plaintiff failed to state facts sufficient to constitute a claim for  
4 which attorneys' fees and costs may be awarded.

5 23. AS A TWENTY SECOND, SEPARATE AND DISTINCT AFFIRMATIVE  
6 DEFENSE, Defendant alleges that Defendant was not required to and/or did not fail to provide  
7 meal and/or rest periods or compensation pursuant to the California Labor Code, applicable wage  
8 orders issued by the Industrial Welfare Commission, or any other basis.

9 24. AS A TWENTY THIRD, SEPARATE AND DISTINCT AFFIRMATIVE  
10 DEFENSE, Defendant alleges that any violation of the Labor Code or an order of the Industrial  
11 Welfare Commission was an act or omission made in good faith and Defendant had reasonable  
12 grounds for believing that the act or omission was not a violation of any provision of the Labor  
Code or any order of the Industrial Welfare Commission.

13 25. AS A TWENTY FOURTH, SEPARATE AND DISTINCT AFFIRMATIVE  
14 DEFENSE, Defendant alleges that the claims of Plaintiff are misjoined, as the putative class  
15 members' rights to recover, if any, require individual analysis; do not present a predominance of  
16 common questions of law or fact; and are unsuited for determination on a class or representative  
17 basis; and that class treatment is neither a superior nor a suitable means of adjudicating these  
18 claims.

19 26. AS A TWENTY FIFTH, SEPARATE AND DISTINCT AFFIRMATIVE  
20 DEFENSE, Defendant alleges that the Complaint fails to state a claim for penalties under the  
21 California Labor Code in that Defendant did not willfully violate any applicable provisions,  
22 including without limitation, Section 203 of the California Labor Code.

23 27. AS A TWENTY SIXTH, SEPARATE AND DISTINCT AFFIRMATIVE  
24 DEFENSE, Defendant alleges that Plaintiff's claims for penalties under the California Labor  
25 Code, including, without limitation, Section 203 of the California Labor Code, are barred, in that  
26 there is a good faith dispute as to Defendant's obligations under any applicable California Labor  
Code provisions, and in that there is a bona fide dispute as to whether further compensation is  
27 actually due to Plaintiff and to the putative class or persons allegedly similarly situated that he  
28 seeks to represent and, if so, as to the amount of such further compensation.

1 28. AS A TWENTY SEVENTH, SEPARATE AND DISTINCT AFFIRMATIVE  
2 DEFENSE, Defendant alleges that to the extent Plaintiff seeks statutory or other penalties, such  
3 claims must comport with the due process requirements of State Farm Mut. Auto. Ins. Co. v.  
4 Campbell, 538 U.S. 408 (2003).

5 29. AS A TWENTY EIGHTH, SEPARATE AND DISTINCT AFFIRMATIVE  
6 DEFENSE, Defendant alleges that Plaintiff has not suffered and will not suffer irreparable harm  
7 or any harm as a result of any of the alleged conduct of Defendant

8 30. AS A TWENTY NINTH, SEPARATE AND DISTINCT AFFIRMATIVE  
9 DEFENSE, Defendant is informed and believes that further investigation and discovery will  
10 reveal, and on that basis alleges, that without admitting that Plaintiff is entitled to any recovery,  
11 Plaintiff has failed to take reasonable steps to mitigate his alleged damages.

12 31. AS A THIRTIETH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE,  
13 Defendant alleges that Plaintiff and other members of the putative class were inadvertently and  
14 unintentionally overpaid by Defendant for, among other things, base rate time and/or overtime  
15 that Plaintiff and the other members did not actually work; and that Defendant is entitled to  
16 deduct, set off or otherwise reduce the amount of any wages, interest and/or penalties, if any,  
17 actually owed by Defendant by the amount of said overpayments.

18 32. AS A THIRTY FIRST, SEPARATE AND DISTINCT AFFIRMATIVE  
19 DEFENSE, Defendant alleges that Plaintiff and the putative class members were not entitled to  
20 30 minute uninterrupted meal periods under California law because, at all times relevant, there  
21 existed valid on duty meal period waiver(s) pursuant to the applicable provisions of the Industrial  
22 Welfare Commission Wage Orders and the Labor Code.

23 33. AS A THIRTY SECOND, SEPARATE AND DISTINCT AFFIRMATIVE  
24 DEFENSE, Defendant alleges that Plaintiff and the putative class members were not entitled to  
25 30 minute uninterrupted meal periods under California law because, at all times relevant,  
26 Plaintiff and the putative class members waived, by mutual consent with Defendant, a meal  
27 period as to shifts of not more than six (6) hours, pursuant to the applicable provisions of the  
28 Industrial Welfare Commission Wage Orders and the Labor Code.

34. AS A THIRTY THIRD, SEPARATE AND DISTINCT AFFIRMATIVE  
DEFENSE, Defendants allege that the Plaintiff's remedies, in whole or in part, as alleged in the

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Complaint, and each and every cause of action alleged therein is barred, in whole or in part, by the doctrine of avoidable consequences.

35. AS A THIRTY FOURTH, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, Defendant reserves the right to assert additional defenses or claims which may become known during the course of discovery.

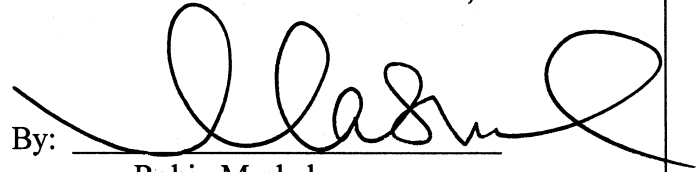
**PRAYER**

WHEREFORE, Defendant prays that:

1. The FAC be dismissed in its entirety with prejudice and Plaintiff take nothing by her FAC;
2. Judgment be entered against Plaintiff and in favor of Defendant;
3. Defendant be awarded its costs of suit and reasonable attorney's fees incurred herein; and
4. The Court award Defendant such other and further relief as it deems appropriate.

Dated: April 8, 2013

**CENTURY CITY LAW GROUP, APC**

By: 

Robin Mashal  
Counsel for Defendant,  
HUOYEN INTERNATIONAL, INC.



**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1875 Century Park East, Suite 600, Los Angeles, California 90067-2507.

On April 8, 2013, I served on the interested parties in this action  a true and correct copy of OR  the original of the foregoing document(s) described as: **ANSWER OF DEFENDANT HUOYEN INTERNATIONAL, INC. TO PLAINTIFF'S FIRST AMENDED COMPLAINT.**

**(BY MAIL)** By placing said documents in postage pre-paid envelope(s), sealed and addressed as shown on the attached service list, and depositing the same with the United States Postal Service the same day. I am readily familiar with this firm's business practice for collection and processing of correspondence by U.S. Mail. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date stated in this proof of service.

**(BY OVERNIGHT DELIVERY)** By placing said documents in Overnight Express™ envelope(s), sealed and addressed as shown on the attached service list, and depositing the same within the Overnight Express™ deposit box at Los Angeles, California, before the scheduled pickup time, to be delivered to the parties the next day.

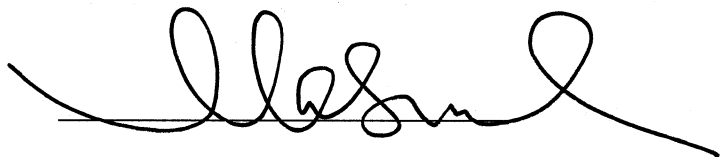
**(BY FACSIMILE)** By causing the said document(s) to be transmitted by electronic facsimile machine to the facsimile number(s) of those parties specifically indicated on the attached service list, in compliance with the California Rules of Court, with no error reported by the machine.

**(BY PERSONAL SERVICE)** I hand delivered said documents to the address(es) indicated on the attached service list.

**(STATE)** I declare under penalty of perjury under the laws of the State of California, that the above is true and correct.

**(FEDERAL)** I declare that  I am a member of the bar of this court OR  I am employed in the office of a member of the bar of this court at whose direction this service was made, and that the above is true and correct.

Executed on April 8, 2013, at Los Angeles, California.



SERVICE LIST

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