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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN DIEGO
11 UNLIMITED JURISDICTION
12

13 SHARLENE ALLEN, on behalf of herself, all
14 others similarly situated, and the general
public,

15 *Plaintiff,*

16 vs.

17 SAN DIEGO CONVENTION CENTER
CORPORATION, INC., a California
18 corporation; and DOES 1 through 50,
inclusive,

19 *Defendants.*
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/26/2020 at 08:00:00 AM

Clerk of the Superior Court
By Regina Chanez, Deputy Clerk

Case No. 37-2020-00008163-CU-OE-CTL

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Vacation Wages (Lab. Code § 227.3);
5. Failure to Pay Sick Time (Lab. Code §§ 246 *et seq.*);
6. Failure to Indemnify (Lab. Code § 2802);
7. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
8. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
9. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
10. Civil Penalties (Lab. Code §§ 2698 *et seq.*);

JURY TRIAL DEMANDED

COMES NOW, Plaintiff SHARLENE ALLEN (“Plaintiff”), on behalf of herself, all others similarly situated, and the general public, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this class action against Defendant SAN DIEGO CONVENTION CENTER CORPORATION, INC., a California corporation; and DOES 1 through 50, inclusive (collectively referred to as “Defendants”) for alleged violations of the Labor Code and Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have

- (1) failed to provide her and all other aggrieved employees with meal periods;
- (2) failed to provide them with rest periods;
- (3) failed to pay them premium wages for missed meal and/or rest periods;
- (4) failed to pay them premium wages for missed meal and/or rest periods at the regular rate of pay;
- (5) failed to pay them at least minimum wage for all hours worked;
- (6) failed to pay them overtime wages at the correct rate;
- (7) failed to pay them double time wages at the correct rate;
- (8) failed to pay them overtime and/or double time wages by failing to include all applicable remuneration in calculating the regular rate of pay;
- (9) failed to pay them for all vested vacation pay;
- (10) failed to reimburse them for all necessary business expenses;
- (11) failed to provide them with accurate written wage statements; and
- (12) failed to pay them all of their final wages following separation of employment.

Based on these alleged Labor Code violations, Plaintiff now brings this class and representative action to recover unpaid wages, restitution and related relief on behalf of herself, all others similarly situated, and the general public.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction to hear this case because the monetary damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal

jurisdiction of the Superior Court of the State of California.

3. Venue is proper in the County of San Diego pursuant to Code of Civil Procedure sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business and/or has an agent therein.

PARTIES

4. Plaintiff SHARLENE ALLEN is, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges that Defendant SAN DIEGO CONVENTION CENTER CORPORATION, INC. is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

CLASS ALLEGATIONS

9. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

10. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

Hourly Employee Class: All persons employed by Defendants and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

Meal Period Sub-Class: All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

Rest Period Sub-Class: All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

Wage Statement Penalties Sub-Class: All **Hourly Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

Waiting Time Penalties Sub-Class: All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

Sick Pay Sub Class: All **Hourly Employee Class** members who earned paid sick days, without receiving compensation for each vested paid sick day while employed by Defendants during the **Relevant Time Period**.

UCL Class: All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

Expense Reimbursement Class: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

Vacation Pay Class: All persons employed by Defendants in California who earned paid vacation days, including but not limited to, "Floating Holidays," without receiving compensation for each vested paid vacation day during the **Relevant Time Period**.

11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

12. **Numerosity:** The class members are so numerous that the individual joinder of each

1 individual class member is impractical. While Plaintiff does not currently know the exact number
2 of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
3 exceeds the minimum required for numerosity under California law.

4 13. **Commonality and Predominance:** Common questions of law and fact exist as to
5 all class members and predominate over any questions which affect only individual class members.
6 These common questions include, but are not limited to:

- 7 A. Whether Defendants maintained a policy or practice of failing to provide
8 employees with their meal periods;
- 9 B. Whether Defendants maintained a policy or practice of failing to provide
10 employees with their rest periods;
- 11 C. Whether Defendants failed to pay premium wages to class members when
12 they have not been provided with required meal and/or rest periods;
- 13 D. Whether Defendants failed to pay minimum and/or overtime wages to class
14 members as a result of policies that fail to provide meal periods in accordance
15 with California law;
- 16 E. Whether Defendants failed to pay minimum and/or overtime wages to class
17 members for all time worked;
- 18 F. Whether Defendants used payroll formulas that systematically fail to account
19 for non-discretionary bonuses and/or other applicable remuneration when
20 calculating regular rates of pay for class members;
- 21 G. Whether Defendants failed to pay overtime wages to class members as a
22 result of incorrectly calculating their regular rates of pay;
- 23 H. Whether Defendants failed to pay premium wages to class members based on
24 their respective "regular rates of compensation" by not including
25 commissions and/or other applicable remuneration in calculating the rates at
26 which those wages are paid;
- 27 I. Whether Defendants failed to provide proportionate accruals for vested
28 vacation time for class members as required by California law;

- 1 J. Whether Defendants subjected the vacation time and/or floating holidays they
2 offer to class members to forfeiture;
- 3 K. Whether Defendants failed to reimburse class members for all necessary
4 business expenses incurred during the discharge of their duties;
- 5 L. Whether Defendants failed to provide class members with accurate written
6 wage statements as a result of providing them with written wage statements
7 with inaccurate entries for, among other things, amounts of gross and net
8 wages, and total hours worked;
- 9 M. Whether Defendants applied policies or practices that result in late and/or
10 incomplete final wage payments;
- 11 N. Whether Defendants are liable to class members for waiting time penalties
12 under Labor Code section 203;
- 13 O. Whether class members are entitled to restitution of money or property that
14 Defendants may have acquired from them through unfair competition;

15 14. **Typicality:** Plaintiff's claims are typical of the other class members' claims.
16 Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of
17 failing to comply with the Labor Code and Business and Professions Code as alleged in this
18 Complaint.

19 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
20 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class
21 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
22 and adequately represent and protect the interests of the other class members.

23 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
24 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
25 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
26 behalf of Plaintiff and absent class members.

27 17. **Superiority:** A class action is vastly superior to other available means for fair and
28 efficient adjudication of the class members' claims and would be beneficial to the parties and the

1 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
2 and efficiently prosecute their common claims in a single forum without the unnecessary
3 duplication of effort and expense that numerous individual actions would entail. In addition, the
4 monetary amounts due to many individual class members are likely to be relatively small and would
5 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
6 Moreover, a class action will serve an important public interest by permitting class members to
7 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
8 potential for inconsistent or contradictory judgments inherent in individual litigation.

9 **GENERAL ALLEGATIONS**

10 18. Plaintiff worked for Defendants as a non-exempt, hourly employee from
11 approximately January 6, 2014 through June 18, 2019.

12 **Shortened Meal Periods**

13 19. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of requiring Plaintiff and the putative class to walk
15 from the break room, where they were to log the time that they left for their meal period on a white
16 board, to the cafeteria for their meal periods. This walk could take employees anywhere from eight
17 to twelve minutes each direction, leaving as little as six minutes for employees to actually sit down
18 and eat. All of the time spent walking from the white board to the cafeteria was considered to be a
19 part of their meal periods and the time spent traveling from the area they were to log their meal
20 periods to the cafeteria counted towards the thirty minutes that they were allotted for their meal
21 periods. Accordingly, Plaintiff and the putative class were provided with shortened meal periods
22 due to the time spent walking to and from the cafeteria to take their meal period.

23 20. Plaintiff alleges that, at relevant times during the applicable limitations period,
24 Defendants maintained a policy or practice of disciplining Plaintiff and members of the putative
25 class, up to and including termination, if they did not clock back in from their meal periods on
26 time.

27 21. Plaintiff alleges that, at relevant times during the applicable limitations period, due
28 to Defendants above-mentioned policy or practice, Plaintiff and the putative class did not receive

1 their full thirty (30) minutes uninterrupted meal periods that they were entitled under California
2 law.

3 **Meal Period Interruptions**

4 22. Plaintiff alleges that, at all relevant times during the applicable limitations period,
5 Defendants maintained a policy or practice of requiring Plaintiff and the putative class to keep their
6 walkie talkie radios on hand at all times and attend to all issues brought to their attention on the
7 radios immediately should it be required of them. Furthermore, even during the times that they
8 were not physically required to leave their meal periods to attend to work related problems,
9 Plaintiff and the putative class would still have to verbally collaborate with other employees on the
10 radio to address these issues. Plaintiff and the putative class were off-the-clock but remained on
11 duty for work while they took their meal periods as they were made to monitor all developments
12 that may arise on the radio and on occasion, were made to leave the cafeteria to go attend to
13 anything that required their immediate attention.

14 **Missed Meal Periods**

15 23. Plaintiff and the putative class members were not provided with meal periods of at
16 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
17 scheduling each meal period as part of each work shift; (2) understaffing each work shift with not
18 enough workers; (3) requiring employees to take their meal periods on premises in the cafeteria
19 that could take as long as twelve minutes each way to walk to; (4) requiring employees to keep
20 their walkie talkie radios on them at all times and monitor all issues that are brought to their
21 attention and (5) intense pressure from Defendants to prioritize attending to all present issues over
22 their exercise of legally mandated meal periods.

23 24. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
24 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
25 worked due to complying with Defendants' requirements that they always be monitoring their
26 radios and the requirement that they take their meal periods in the cafeteria that took several
27 minutes to walk to depending on where an individual was located at the time they were supposed
28 to take their meal periods.

1 25. During their employment with Defendants, Plaintiffs regularly worked shifts of
2 eight to twelve hours per day, without being afforded a meal break during the first five hours,
3 and/or a second meal break after ten hours, as required by California law. Defendants had a policy
4 of automatically deducting thirty minutes from Plaintiffs' paycheck, regardless of whether
5 Plaintiffs took a lunch break or not.

6 **Missed/Interrupted Rest Periods**

7 26. Plaintiff and the putative class members were not provided with rest periods of at
8 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
9 Defendants' policy of not scheduling each rest period as part of each work shift; (2) requiring
10 employees to monitor their walkie talkie radios at all times while they were on the premises and
11 attend to any issues that may arise at any time (3) understaffing in a manner that would not allow
12 for employees who were taking their breaks to remain on their breaks when they became aware of
13 issues on the radios (4) no formal written rest period policy that encouraged employees to take
14 their rest periods.

15 27. Plaintiff and the putative class had their meal periods interrupted on the walkie
16 talkies on an almost daily basis. It was an exceedingly rare occasion where Plaintiff and the
17 putative class were afforded compliant duty-free rest periods. The majority of the time that
18 Plaintiff and the putative class took their rest periods, they would be interrupted with requests over
19 the radio to attend to work related issues.

20 28. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
21 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
22 due to complying with Defendants' requirement that Plaintiff and the putative class monitor the
23 radio at all times during their rest breaks and attend to any issues that may arise.

24 **Vacation Pay**

25 29. Plaintiff and the putative class accrued vacation wages during their employment with
26 Defendants.

27 30. Under California law, vacation wages are considered a form of wages under Labor
28 Code section 200. Vested vacation pay and other similar forms of paid time off earned based on

1 labor performed are considered wages that cannot be subject to forfeiture without compensation for
2 forfeited days at the applicable rates required by law.

3 31. At all relevant times, Defendants maintained policies that provide for the unlawful
4 forfeiture of vested vacation pay in violation of Labor Code section 227.3 and *Suastez v. Plastic*
5 *Dress-Up Co.*, (1982) 31 Cal. 3d 774.

6 32. Plaintiff and the putative class are entitled to vacation accrued during their
7 employment with Defendants. Upon termination, Plaintiff and the putative class were not paid out
8 all accrued vacation pay.

9 **Regular Rate of Pay**

10 33. The regular rate of pay under California law includes all remuneration for
11 employment paid to, on behalf of, the employee. This requirement includes, but is not limited, to,
12 commissions and non-discretionary bonuses.

13 34. During the applicable limitations period, Defendants violated the rights of Plaintiff
14 and the putative class under the above-referenced Labor Code sections by failing to pay them
15 overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198
16 as a result of not correctly calculating their regular rate of pay to include all applicable
17 remuneration, including, but not limited to, non-discretionary bonuses and/or shift differential pay.

18 **Expense Reimbursement**

19 35. Plaintiff and the putative class members were required to purchase their own non-
20 slip shoes as a necessary precondition of employment with Defendants.

21 36. Plaintiff and the putative class members were not reimbursed for business expenses
22 incurred in purchasing and maintaining these shoes.

23 37. Defendants failed to reimburse Plaintiff and the putative class for such necessary
24 business expenses incurred by them.

25 **Wage Statements**

26 38. Plaintiff and the putative class were not provided with accurate wage statements as
27 mandated by law pursuant to Labor Code section 226.

28 39. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages

1 earned” were not accurately reflected in that: all hours worked, including overtime, were not
2 included.

3 40. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
4 worked by the employee” were not accurately reflected in that: all hours worked, including
5 overtime and meal/rest break premiums, were not included.

6 41. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
7 earned” were not accurately reflected in that: all hours worked, including overtime and meal/rest
8 break premiums, were not included.

9 42. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
10 hourly rates in effect during the pay period and the corresponding number of hours worked at each
11 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
12 overtime and meal/rest break premiums, were not included.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS**

15 **(Lab. Code §§ 004, 223, 226.7, 512 and 1198)**

16 **(Plaintiff and Meal Period Sub-Class)**

17 43. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
18 fully alleged herein.

19 44. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
20 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
21 Code and the applicable Industrial Welfare Commission Wage Order.

22 45. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
23 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
24 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
25 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
26 minutes for each work period of ten hours.

27 46. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
28 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to

1 work during required meal periods and require employers to pay non-exempt employees an hour of
2 premium wages on each workday that the employee is not provided with the required meal period.

3 47. Compensation for missed meal periods constitutes wages within the meaning of
4 Labor Code section 200.

5 48. Labor Code section 1198 makes it unlawful to employ a person under conditions that
6 violate the applicable Wage Order.

7 49. Section 11 of the applicable Wage Order states:

8 “No employer shall employ any person for a work period of more than five (5) hours
9 without a meal period of not less than 30 minutes, except that when a work period of
10 not more than six (6) hours will complete the day’s work the meal period may be
11 waived by mutual consent of the employer and employee. Unless the employee is
12 relieved of all duty during a 30 minute meal period, the meal period shall be
13 considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
14 period shall be permitted only when the nature of the work prevents an employee
15 from being relieved of all duty and when by written agreement between the parties
16 an on-the-job paid meal period is agreed to. The written agreement shall state that
17 the employee may, in writing, revoke the agreement at any time.”

18 50. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
19 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
20 members were not subject to valid on-duty meal period agreements with Defendants.

21 51. Plaintiff alleges that, at all relevant times during the applicable limitations period,
22 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
23 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
24 each five (5) hour work period, as required by Labor Code section 512 ad the applicable Wage
25 Order.

26 52. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
28 **Class** members when they worked five (5) hours without clocking out for any meal period.

53. Plaintiff alleges that, at all relevant times during the applicable limitations period,
Defendants maintained a policy or practice of automatically deducting one half hour for a meal
period from the paychecks of **Meal Period Sub-Class** members on each day they worked,
regardless of whether or not they were able to take an uninterrupted, duty-free meal period.

1 54. Plaintiff alleges that, at all relevant times during the applicable limitations period,
2 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
3 **Period Sub-Class** with an uninterrupted second meal period when they worked shifts of ten or
4 more hours and failed to pay them premium wages as required by Labor Code 512 and the
5 applicable Wage Order.

6 55. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
7 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
8 regular rates of pay when required meal periods were not provided.

9 56. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
10 and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon,
11 and costs of suit.

12 57. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
13 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
14 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PROVIDE REST PERIODS**

17 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

18 **(Plaintiff and Rest Period Sub-Class)**

19 58. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 59. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
22 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
23 Code and the applicable Wage Order.

24 60. Section 12 of the applicable Wage Order imposes an affirmative obligation on
25 employers to permit and authorize employees to take required rest periods at a rate of no less than
26 ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be
27 in the middle of each work period insofar as practicable.

28 61. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit

1 employers from requiring employees to work during required rest periods and require employers to
2 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on
3 each workday that the employee is not provided with the required rest period(s).

4 62. Compensation for missed rest periods constitutes wages within the meaning of Labor
5 Code section 200.

6 63. Labor Code section 1198 makes it unlawful to employ a person under conditions that
7 violate the Wage Order.

8 64. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
10 with net rest period of at least ten minutes for each four hour work period, or major fraction thereof,
11 as required by the applicable Wage Order.

12 65. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
13 **Class** members additional premium wages when required rest periods were not provided.

14 66. Specifically, Defendants written policies do not provide that employees may take a
15 rest period for each four hours worked, or major fraction thereof, and that rest periods should be
16 taken in the middle of each work period insofar as practicable. Furthermore, even in the event that
17 Plaintiff and the putative class were able to take a rest period, these rest periods were in no way
18 duty free as they had to constantly monitor their walkie talkie radios and attend to any issues that
19 may arise during their rest periods.

20 67. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
21 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
22 costs of suit.

23 68. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
25 **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

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1 under conditions that violate the applicable Wage Order.

2 78. Labor Code section 204 requires employers to pay non-exempt employees their
3 earned wages for the normal work period at least twice during each calendar month on days the
4 employer designates in advance and to pay non-exempt employees their earned wages for labor
5 performed in excess of the normal work period by no later than the next regular payday.

6 79. Labor Code section 223 makes it unlawful for employers to pay their employees
7 lower wages than required by contract or statute while purporting to pay them legal wages.

8 80. Labor Code section 510 and Section 3 of the applicable Wage Order require
9 employees to pay non-exempt employees overtime wages of no less than one and one-half times
10 their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
11 hours worked in excess of forty hours in one workweek, and/or for the first eight hours worked on
12 the seventh consecutive day of one workweek.

13 81. Labor Code section 510 and Section 3 of the applicable Wage Order also require
14 employers to pay non-exempt employees overtime wages of no less than two times their respective
15 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
16 worked in excess of eight hours on a seventh consecutive workday during the workweek.

17 82. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
18 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
19 to working conditions and compensation arrangements.

20 83. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
21 **Employee Class** members for all time worked, including but not limited to, overtime hours at
22 statutory and/or agreed rates.

23 84. At all relevant times during the applicable limitations period, Defendants maintained
24 a policy or practice of automatically deducting one half hour from Plaintiff's timecard on every
25 workday for a meal period, regardless of whether or not Plaintiff was provided with a meal period.

26 85. Plaintiff is informed and believes that, at all relevant times during the applicable
27 limitations period, Defendants maintained a policy or practice of automatically deducting one half
28 hour from **Hourly Employee Class** members' timecard on every workday for a meal period,

1 regardless of whether or not **Hourly Employee Class** members were provided with a meal period.

2 86. As a result of Defendants' policy or practice of automatically deducting one-half
3 hour from employees' timecards for every workday for a meal period, Plaintiff and **Hourly**
4 **Employee Class** members were required to perform off-the-clock work that Defendants either
5 knew or should have known they were working.

6 87. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
7 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
8 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all
9 overtime hours worked.

10 88. Plaintiff is informed and believes that, at all relevant times during the applicable
11 limitations period, Defendants maintained a policy or practice of not paying hourly wages to
12 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
13 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

14 89. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
15 **Employee Class** members all earned wages every pay period at the correct rates, including
16 overtime rates, because Defendants directed, permitted or otherwise encouraged Plaintiff and
17 **Hourly Employee Class** members to perform off-the-clock work, most notable in the form of
18 requiring them to be alert and vigilant in their listening to their walkie talkie radios while off-the-
19 clock for their meal periods and imposing immense pressure on employees to forfeit their meal
20 periods in favor of assisting their understaffed colleagues in the event that they were called to help
21 while off-the-clock.

22 90. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
23 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
24 full amount of wages earned during each pay period during the applicable limitations period,
25 including overtime wages.

26 91. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
27 behalf of herself and **Hourly Employee Class** members, seek to recover unpaid straight time and
28 overtime wages, interest thereon and costs of suit.

1 92. At all relevant times, Defendants failed to pay Plaintiff premium wages based on a
2 rate of compensation that did not reflect the premium wages they were owed as required by Labor
3 Code section 226.7(b) and Sections 11 and 12 of the applicable Wage Order on the occasions when
4 Defendants failed to pay her premium wages in lieu of meal and/or rest periods.

5 93. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
6 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
7 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PAY VACATION WAGES**

10 **(Lab. Code § 227.3)**

11 **(Plaintiff and Vacation Pay Class)**

12 94. Plaintiffs incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 95. California Labor Code section 227.3 provides:

15 Unless otherwise provided by a collective-bargaining agreement,
16 whenever a contract of employment or employer policy provides for
17 paid vacations, and an employee is terminated without having taken
18 off his vested vacation time, all vested vacation shall be paid to him
19 as wages at his final rate in accordance with such contract of
20 employment or employer policy respecting eligibility or time served;
provided, however, that an employment contract or employer policy
shall not provide for forfeiture of vested vacation time upon
termination. The Labor Commissioner or a designated representative,
in the resolution of any dispute with regard to vested vacation time,
shall apply the principles of equity and fairness.

21 96. At all relevant times during the applicable limitations period, Plaintiffs and
22 members of the **Vacation Pay Class** accrued vacation time during their employment with
23 Defendants.

24 97. As a result of their reimbursement policies and practices, Plaintiffs are informed
25 and believes and thereon alleges that Defendants failed to reimburse her and **Vacation Pay Class**
26 members for all accrued vacation wages.

27 98. By reason of the above, Plaintiffs and the members of the **Vacation Pay Class** are
28 entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of

1 the filing of the Complaint until the date of entry of judgment.

2 99. Plaintiffs, on behalf of themselves and the members of the **Vacation Pay Class**,
3 seeks interest thereon pursuant to California Labor Code section 218.6, costs pursuant to California
4 Labor Code section 218.6, and reasonable attorneys' fees pursuant to California Code of Civil
5 Procedure section 1021.5.

6 **FIFTH CAUSE OF ACTION**
7 **FAILURE TO PROVIDE SICK PAY**
8 **(Lab. Code §§ 245, et seq.)**

9 **(By Plaintiff and Centerplate Sick Pay Sub-Class)**

10 100. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 101. Labor Code section 246(a)(1) states in pertinent part:

13 "An employee who, on or after July 1, 2015, works in California for the same employer for
14 30 or more days within a year from the commencement of employment is entitled to paid
15 sick days as specified in this section."

16 102. Labor Code section 246(b)(1) states in pertinent part:

17 "An employee shall accrue paid sick days at the rate of not less than one hour per every 30
18 hours worked, beginning at the commencement of employment or the operate date of this
19 article, whichever is later, subject to the use and accrual limitations set forth in this
20 section."

21 103. Plaintiff is informed and believes and thereon alleges that, at all relevant
22 times, Defendants have maintained a policy and practice of not paying **Sick Pay Sub-Class**
23 members paid sick days as required by Labor Code § 245, et seq. during their employment when
24 they were out due to covered reasons. Specifically, Plaintiff and the putative class brought to
25 Defendant's attention on multiple occasions that they were calculating their sick pay at incorrect
26 rates that were not reflective of the actual time that they worked.

27 104. By reason of the above, Plaintiff and the members of the **Sick Pay Sub-Class** are
28 entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of
the filing of the Complaint until the date of entry of judgment.

105. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the
substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and

1 Sick Pay Sub-Class members, seeks to recover reasonable attorneys' fees.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO INDEMNIFY**

4 **(Lab. Code § 2802)**

5 **(Plaintiff and Expense Reimbursement Class)**

6 106. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
7 herein.

8 107. Labor Code section 2802(a) states:

9 "An employer shall indemnify his or her employee for all necessary expenditures or
10 losses incurred by the employee in direct consequence of the discharge of his or her
11 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful."

12 108. At all relevant times during the applicable limitations period, Plaintiff and the
13 **Expense Reimbursement Class** members incurred necessary business related expenses and costs,
14 including but not limited to, costs associated with purchasing black no-slip shoes at the direction of
15 Defendants as a necessary precondition of employment.

16 109. Plaintiff is informed and believes, and thereupon alleges that the reimbursement paid
17 by Defendants was insufficient to indemnify Plaintiff and **Expense Reimbursement Class**
18 members for all necessary expenses incurred in the discharge of their duties.

19 110. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
20 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
21 necessary business expenses incurred in the discharge of their duties.

22 111. At all relevant times during the applicable limitations period, Defendants required
23 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
24 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
25 **Reimbursement Class** members for all such expenditures.

26 112. At all relevant times during the applicable limitations period, Defendants required
27 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
28 apparel unique to Defendants at their expense. Defendants failed to indemnify Plaintiff and

1 **Expense Reimbursement Class** members for all such expenditures.

2 113. Plaintiff is informed and believes that, during the applicable limitations period,
3 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
4 **Reimbursement Class** members for all necessary business expenses.

5 114. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
6 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
7 Complaint and until the date of entry of judgment.

8 115. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seek
9 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
10 pursuant to Code of Civil Procedure section 1021.5.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

13 **(Lab. Code § 226)**

14 **(Plaintiff and Wage Statement Penalties Sub-Class)**

15 116. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 117. Labor Code section 226(a) states:

18 "An employer, semimonthly or at the time of each payment of wages, shall furnish to
19 his or her employee, either as a detachable part of the check, draft, or voucher paying
20 the employee's wages, or separately if wages are paid by personal check or cash, an
21 accurate itemized statement in writing showing (1) gross wages earned, (2) total
22 hours worked by the employee, except as provided in subdivision (j), (3) the number
23 of piece-rate units earned and any applicable piece rate if the employee is paid on a
24 piece-rate basis, (4) all deductions, provided that all deductions made on written
25 orders of the employee may be aggregated and shown as one item, (5) net wages
26 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social security
28 number or an employee identification number other than a social security number,
(8) the name and address of the legal entity that is the employer and, if the employer
is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding number
of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if
the employer is a temporary services employer as defined in Section 201.3, the rate
of pay and the total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or other indelible
form, properly dated, showing the month, day, and year, and a copy of the statement
and the record of the deductions shall be kept on file by the employer for at least

1 three years at the place of employment or at a central location within the State of
2 California. For purposes of this subdivision, 'copy' includes a duplicate of the
3 itemized statement provided to an employee or a computer-generated record that
4 accurately shows all of the information required by this subdivision."

5 118. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
6 the "detachable part of the check" provision and the "accurate itemized statement in writing"
7 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
8 employee retains the right to elect to receive a written paper stub or record and that those who are
9 provided with electronic wage statements retain the ability to easily access the information and
10 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
11 Letter July 6, 2006).

12 119. Plaintiff is informed and believes that, at all relevant times during the applicable
13 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
14 members with written wage statements as described above.

15 120. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
16 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
17 that Defendants have the ability to provide them with accurate wage statements but have
18 intentionally provided them with written wage statements that Defendants have known do not
19 comply with Labor Code section 226(a).

20 121. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
21 in that Defendants have violated their legal rights to receive accurate wage statements and have
22 misled them about their actual rates of pay and wages earned. In addition, inaccurate information
23 on their wage statements have prevented immediate challenges to Defendants' unlawful pay
24 practices, has required discovery and mathematical computations to determine the amount of wages
25 owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or
26 has led to the submission of inaccurate information about wages and deductions to federal and state
27 government agencies.

28 122. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
Statement Penalties Sub-Class members, seek the greater of actual damages or \$50.00 for the

1 initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each
2 subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an
3 aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys' fees
4 and costs.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

7 **(Lab. Code §§ 201-203)**

8 **(Plaintiff and Waiting Time Penalties Sub-Class)**

9 123. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 124. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
12 have been entitled, upon the end of their employment with Defendants, to timely payment of all
13 wages earned and unpaid before termination or resignation.

14 125. At all relevant times, pursuant to Labor Code section 201, employees who have been
15 discharged have been entitled to payment of all final wages immediately upon termination.

16 126. At all relevant times, pursuant to Labor Code section 202, employees who have
17 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
18 payment of all final wages at the time of resignation.

19 127. At all relevant times, pursuant to Labor Code section 202, employees who have
20 resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to
21 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

22 128. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
23 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

24 129. Plaintiff is informed and believes that, at all relevant time during the applicable
25 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
26 members all of their final wages in accordance with the Labor Code.

27 130. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**

1 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
2 sections 201 or 202 by failing to timely pay them all final wages.

3 131. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
4 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
5 willful in that Defendants have the ability to pay final wages in accordance with Labor Code
6 sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible
7 with those requirements.

8 132. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
9 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
10 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

11 133. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
12 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
13 **Class** members, seek awards of reasonable attorneys' fees and costs.

14 **NINETH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

16 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

17 **(Plaintiff and UCL Class)**

18 134. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 135. Business and Professions Code section 17200 defines "unfair competition" to
21 include any unlawful business practice.

22 136. Business and Professions Code section 17203-17204 allow a person who has lost
23 money or property as a result of unfair competition to bring a class action in accordance with Code
24 of Civil Procedure section 382 to recover money or property that may have been acquired from
25 similarly situated persons by means of unfair competition.

26 137. California law requires employers to pay hourly, non-exempt employees for all hours
27 they are permitted or suffered to work, including hours that the employer knows or reasonable
28 should know that employees have worked.

1 138. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
2 SECOND, THIRD, FOURTH, FIFTH, and SIXTH causes of action herein.

3 139. Plaintiff lost money or property as a result of the aforementioned unfair competition.

4 140. Defendants have or may have acquired money by means of unfair competition.

5 141. Plaintiff is informed and believes and thereupon alleges that by committing the
6 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,
7 216, 225, 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the
8 Labor Code violations alleged herein.

9 142. Defendants have committed criminal conduct through their policies and practices of,
10 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
11 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
12 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
13 and by failing to reimburse them for all expenses.

14 143. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
15 employees and entitled to the full protections of both the Labor Code and the applicable Wage
16 Order.

17 144. Defendants' unlawful conduct as alleged in this Complaint amounts to and
18 constitutes unfair competition within the meaning of Business and Professions Code section 17200
19 *et seq.* Business and Professions Code sections 17200 *et seq.* protects against unfair competition
20 and allows a person who has suffered an injury-in-fact and has lost money or property as a result of
21 an unfair, unlawful or fraudulent business practice to seek restitution on her own behalf and on
22 behalf of similarly situated persons in a class action proceeding.

23 145. As a result of Defendants' violations of the Labor Code during the applicable
24 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
25 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
26 conduct.

27 146. Plaintiff is informed and believes that other similarly situated persons have been
28 subject to the same unlawful policies or practices of Defendants.

1 147. Due to the unfair and unlawful business practices in violation of the Labor Code,
2 Defendants have gained a competitive advantage over other comparable companies doing business
3 in the State of California that comply with their legal obligations.

4 148. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
5 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
6 violates or is considered unlawful under any other state or federal law.

7 149. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
8 request the issuance of temporary, preliminary and permanent injunctive relief enjoining
9 Defendants, and each of them, and their agents and employees, from further violations of the Labor
10 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek
11 an order permanently enjoining Defendants, and each of them, and their respective agents and
12 employees, from further violations of the Labor Code and applicable Industrial Welfare
13 Commission Wage Orders.

14 150. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
15 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
16 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
17 and unfair business practices.

18 151. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
19 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
20 reasonable attorneys' fees in connection with their unfair competition claims.

21 152. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
22 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
23 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
24 and unfair business practices.

25 153. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
26 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
27 reasonable attorneys' fees in connection with their unfair competition claims.

28 ///

1 **TENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 154. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
5 herein.

6 155. During the applicable limitations period, Defendants have violated Labor Code
7 sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802.

8 156. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
9 herself and other current and former employees, to bring a representative civil action to recover
10 civil penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need
11 not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

12 157. Plaintiff, a former employee against who Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code section 2699(c).

15 158. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 section 2699.3.

17 159. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
18 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
19 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 20 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 227.3, 1194,
21 1198 and 2802, \$100 for each employee per pay period for each initial
22 violation and \$200 for each employee per pay period for each subsequent
23 violation (penalties set by Labor Code section 2699(f)(2));
- 24 B. For violations of Labor Code section 203, a penalty in an amount not
25 exceeding thirty days pay as waiting time (penalties set by Labor Code
26 section 256);
- 27 C. For violations of Labor Code section 204, \$100 for each employee for each
28 initial violation that was neither willful nor intentional, \$200 for each

1 employee, plus 25% of the amount unlawfully withheld from each employee,
2 for each initial violation that was either willful or intentional, and \$200 for
3 each employee, plus 25% of the amount unlawfully withheld from each
4 employee, for each subsequent violation, regardless of whether the
5 subsequent violation was either willful or intentional (penalties set by Labor
6 Code section 210);

7 D. For violations of Labor Code section 223, \$100 for each employee for each
8 initial violation that was neither willful nor intentional, \$200 for each
9 employee, plus 25% of the amount unlawfully withheld from each employee,
10 for each initial violation that was either willful or intentional, and \$200 for
11 each employee, plus 25% of the amount unlawfully withheld from each
12 employee, for each subsequent violation, regardless of whether the
13 subsequent violation was either willful or intentional (penalties set by Labor
14 Code section 225.5);

15 E. For violations of Labor Code section 226(a), if this action is deemed to be an
16 initial citation, \$250 for each employee for each violation. Alternatively, if
17 an initial citation or its equivalent occurred before the filing of this action,
18 \$1,000 for each employee for each violation (penalties set by Labor Code
19 section 226.3);

20 F. For violation of Labor Code sections 510 and 512, \$50 for each employee for
21 each initial pay period for which the employee was underpaid, and \$100 for
22 each employee for each subsequent pay period for which the employee was
23 underpaid (penalties set by Labor Code section 558);

24 G. For violations of Labor Code section 1197, \$100 for each aggrieved
25 employee for each initial violation of Labor Code section 1197 that was
26 intentional, and \$250 for each aggrieved employee per pay period for each
27 subsequent violation of Labor Code section 1197, regardless of whether the
28 initial violation was intentional (penalties set by Labor Code section 1197.1);

1 H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable
2 attorneys' fees and costs in connection with her claims for civil penalties.
3

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general
6 public, prays for relief and judgment against Defendants as follows:

- 7 (1) An order that the action be certified as a class action;
8 (2) An order that Plaintiff be appointed class representative;
9 (3) An order that counsel for Plaintiff be appointed class counsel;
10 (4) Unpaid wages;
11 (5) Actual damages;
12 (6) Liquidated damages;
13 (7) Restitution;
14 (8) Declaratory relief;
15 (9) Pre-judgment interest;
16 (10) Statutory penalties;
17 (11) Civil penalties;
18 (12) Costs of suit;
19 (13) Reasonable attorneys' fees; and
20 (14) Such other relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby
23 demands a jury trial on all issues so triable.

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1 Dated: April 15, 2020

SETAREH LAW GROUP

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5 SHAUN SETAREH
6 THOMAS SEGAL
7 FARRAH GRANT
8 Attorneys for Plaintiff
9 SHARLENE ALLEN
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1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State
3 of California. I am over the age of 18 and not a party to the within action. My business address
4 is 315 South Beverly Dr., Suite 315 Beverly Hills, CA 90212.

5 On April 15, 2020, I served the foregoing documents described as:

6 **FIRST AMENDED COMPLAINT**

7 in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as
8 follows:

9 San Diego Convention Center Corporation,
10 Inc.
11 111 West Harbor Drive
12 San Diego, CA 92101

13 **[X] BY MAIL**

14 I am readily familiar with the practice of Setareh Law Group for the collection and
15 processing of correspondence for mailing with the United States Postal Service. It is the
16 practice that correspondence is deposited with United States Postal Service the same day it is
17 submitted for mailing with postage thereon fully prepaid at Beverly Hills, California. I am
18 aware that on motion of the party served, service is presumed invalid if postal cancellation date
19 or postage meter date is more than one day after date of deposit for mailing in affidavit.

20 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that
21 the above is true and correct.

22 Executed on April 15, 2020, at Beverly Hills, California.

23 
24 Lauren Farrington