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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 16 **FOR THE COUNTY OF LOS ANGELES**

17 ALBERT THOMPCKINS and NATALIE
 18 KATIE BERNICE JOHNSON, Individually
 19 and on behalf of the general public as private
 20 attorney general,

21 Plaintiffs,

22 v.

23 HOST INTERNATIONAL INC., dba HMS
 24 HOST, a Delaware Corporation; and DOES 1-
 25 50, inclusive,

26 Defendants.

CASE NO.: 21STCV20440

Assigned For All Purposes To:
 Judge: Theresa M. Traber
 Dept.: 47

**FIRST AMENDED CLASS ACTION
 COMPLAINT PURSUANT TO
 CALIFORNIA CODE OF CIVIL
 PROCEDURE §382 FOR:**

1. Failure to Pay Wages Including Minimum and Overtime as Required by Labor Code §§ 510 and 1194
2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512
3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512
4. Failure to Pay Timely Wages Required by Labor Code § 203
5. Failure to Timely Pay Wages During Employment
6. Failure to Provide Accurate Itemized Wage Statements Required by Labor Code § 226
7. Failure to Indemnify Necessary Business Expenses
8. Failure to Pay Interest on Deposits
9. Violation of Labor Code section 227.3
10. Violation of Business & Professions Code § 17200, et seq.
11. Private Attorney General Act of 2004 ("PAGA")

DEMAND FOR JURY TRIAL

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12 others similarly situated
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1 Plaintiffs ALBERT THOMPkins and NATALIE KATIE BERNICE JOHNSON
2 (collectively “Plaintiffs”), individually and on behalf of all others similarly situated (hereinafter
3 collectively referred to as the “Class” or “Class Member”), hereby file this Complaint against
4 Defendants HOST INTERNATIONAL INC., dba HMS HOST and DOES 1-50, inclusive
5 (collectively “Defendants”) and alleges on information and belief as follows:

6 **I. JURISDICTION AND VENUE**

7 1. This class action is brought pursuant to California Code of Civil Procedure §382.
8 The monetary damages and restitution sought by Plaintiffs exceed the minimum jurisdiction limits
9 of the California Superior Court and will be established according to proof at trial.

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

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

18 4. The California Superior Court also has jurisdiction in this matter because the
19 individual claims of the members of the Classes herein are under the seventy-five thousand dollar
20 (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys’
21 fees, is under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of
22 2005. Further, there is no federal question at issue, as the issues herein are based solely on California
23 statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code (“CC”) and B&PC.

24 5. Venue is proper in this Court because upon information and belief, one or more of
25 the Defendants, reside, transact business, or have offices in this County and/or the acts or
26 omissions alleged herein took place in this County.
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II. PARTIES

6. Plaintiff, ALBERT THOMPCKINS, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately April 2019 as a Non-Exempt Employee and worked during the liability period for Defendants' as a Busser/Server, until his separation from Defendants' employ in approximately October 2020. Plaintiff was assigned to work at Defendants' LAX Airport location.

7. Plaintiff Natalie Katie Bernice Johnson ("Plaintiff") is a resident and citizen of the State of California. At all relevant times herein. Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to. drink preparation and utility work. Plaintiff is informed and believes and based thereon alleges. that Plaintiff worked for Defendants from approximately June 2023 through July 2023.

8. Defendants HOST INTERNATIONAL INC., dba HMS HOST operates as a food and beverage service provider with dining locations at airports and motorways across the United States and California. Plaintiffs estimate there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last four years.

9. Other than identified herein, Plaintiffs are unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint when their true names and capabilities are ascertained.

10. Plaintiffs are informed and believe and thereon allege that each defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiffs is informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other

1 defendants.

2 **III. CLASS ACTION ALLEGATION**

3 11. Plaintiffs bring this action individually and on behalf of all others similarly
4 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class
5 are defined as follows:

6
7 All current and former non-exempt employees employed by Host at any time between
8 January 30, 2019 through May 1, 2025 in California at Fresno Yosemite International
9 Airport, John Wayne International Airport, Oakland International Airport, Palm Springs
10 International Airport, Sacramento International Airport, San Diego International Airport, San Francisco
11 International Airport and/or San Jose International Airport.

12 12. Plaintiffs reserve the right under California Rule of Court 3.765(b) and other
13 applicable laws to amend or modify the class definition with respect to issues or in any other
14 ways. Plaintiffs are a member of the Class as well as each of the Sub-Classes.

15 13. The term “Class” includes Plaintiffs and all members of the Class and each of
16 the Sub-Classes, if applicable. Plaintiffs seek class-wide recovery based on the allegations set
17 forth in this complaint.

18 14. There is a well-defined community of interest in the litigation and the proposed
19 Class is easily ascertainable through the records Defendants are required to keep.

20 15. Numerosity. The members of the Class are so numerous that individual joinder
21 of all of them as Plaintiffs is impracticable. While the exact number of the Class members is
22 unknown to Plaintiffs at this time, Plaintiffs are informed and believes and thereon alleges that
23 there are at least 100 (one hundred) Class members.

24 16. Commonality. Common questions of law and fact exist as to all Class members
25 and predominate over any questions that affect only individual members of the Class. These
26 common questions include, but are not limited to:

27 i. Whether Defendants failed to pay minimum wage compensation to
28 Plaintiffs and Class Members for all hours worked;

ii. Whether Defendants failed to accurately pay overtime to Plaintiffs and

1 Class Members;

2 iii. Whether Defendants failed to accurately incorporate the value of shift
3 differentials into the regular rate of pay for overtime calculation purposes to Plaintiffs and Class
4 Members for hours Plaintiffs and Class Members worked in excess of forty (40) hours per week.

5 iv. Whether Defendants violated Labor Code sections 226.7, 512, and
6 applicable IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiffs and
7 Class Members for every four hours or major fraction thereof worked and failing to compensate
8 said employees one hours wages in lieu of rest periods;

9 v. Whether Defendants violated Labor Code sections 226.7, 512 and
10 applicable IWC Wage Orders, by failing to provide a meal period to Plaintiffs and Class Members
11 on days they worked work periods in excess of six and 10 hours and failing to compensate said
12 employees one hour wages in lieu of meal periods;

13 vi. Whether Defendants failed to maintain accurate time record including
14 recording Plaintiffs and Class Members' meal periods pursuant to Labor Code sections 1174.5 and
15 the applicable IWC Wage Orders;

16 vii. Whether Defendants failed provide accurate itemized wage statements
17 pursuant to Labor Code sections 226;

18 viii. Whether Defendants violated Business and Professions Code and Labor
19 Code sections 201-202, 510, 226.7, 226, 226.3, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and
20 applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;
21 and
22

23 ix. Whether Plaintiffs and the Members of the Plaintiffs Class are entitled to
24 equitable relief pursuant to Business and Professions Code section 17200, *et. seq.*

25 x. Whether Plaintiffs and the Members of the Plaintiffs Class are entitled to
26 relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant
27 to Labor Code sections 558, 1194 and 1197.

28 17. Typicality. Plaintiffs' claims herein alleged are typical of those claims which

1 could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of
2 the relief which would be sought by each member of the Class and/or Subclass in separate actions.
3 Plaintiffs and all members of the Class and or Subclass sustained injuries and damages arising out
4 of and caused by Defendants' common course of conduct in violation of California laws,
5 regulations, and statutes as alleged herein.

6 18. Adequacy. Plaintiffs is qualified to, and will fairly and adequately protect the
7 interests of each member of the Class and/or Subclass with whom Plaintiffs has a well defined
8 community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledges
9 an obligation to make known to the Court any relationships, conflicts, or differences with any
10 member of the Class and/or Subclass. Plaintiffs' attorneys and the proposed Counsel for the Class
11 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
12 settlement and experienced in handling such matters. Other former and current employees of
13 Defendants may also serve as representatives of the Class and Subclass if needed.

14 19. Superiority. A class action is superior to other available means for the fair and
15 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
16 court. Class action treatment will allow a large number of similarly situated persons to prosecute
17 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
18 duplication of effort and expense that numerous individual actions would require. The damages
19 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
20 and the expense and burden of individual litigation would make it extremely difficult or
21 impossible for the individual Class Members to seek and obtain individual relief. A class action
22 will serve an important public interest by permitting such individuals to effectively pursue
23 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
24 or contradictory judgments raised by individual litigation.

25 20. Public Policy Considerations: Employers in the state of California violate
26 employment and labor laws everyday. Current employees are often afraid to assert their rights out
27 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
28 they believe their former employers may damage their future endeavors through negative

1 references and/or other means. The nature of this action allows for the protection of current and
2 former employees' rights without fear or retaliation or damage.

3 **IV. FACTUAL ALLEGATIONS**

4 21. At all times set forth herein, Defendants employed Plaintiffs and other persons in
5 the capacity of non-exempt positions, however titled, throughout the state of California.

6 22. Plaintiffs are informed and believe Class Members have at all times pertinent
7 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
8 rules and regulations of the IWC California Wage Orders.

9 23. Defendants employed Plaintiffs and Class Members as Non-Exempt hourly paid
10 employees during the liability period.

11 24. Defendants continue to employ Non-Exempt Employees, however titled, in
12 California and implement a uniform set of policies and practices to all non-exempt employees, as
13 they were all engaged in the generic job duties of providing food and beverage services at
14 Defendants various locations in California.

15 25. Plaintiffs are informed and believe, and thereon allege, that Defendants are and
16 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
17 of the requirements of California's wage and employment laws.

18 26. On information and belief, during the relevant time frame, Plaintiffs and Class
19 Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work week
20 and worked approximately five (5)-day work weeks.

21 27. Plaintiffs is informed and believes that Plaintiffs and Class Members were not
22 compensated for all time worked as Plaintiffs and Class Members as a result of off-the-clock work
23 performed. For instance, Plaintiffs and Class Members were subjected to security checks which
24 took approximately 5 minutes and were done while Plaintiffs and Class Members were not
25 clocked in. During the security checks, Plaintiffs and Class Members had to enter a line and were
26 required to show their employee badges and would be subject to a pat down of their persons and a
27 search of any bags they were carrying. Plaintiffs and Class Members were not compensated for
28 this time and resulted in a disproportionate underpayment of minimum and overtime wages.

1 28. Plaintiffs is informed and believes, and thereon alleges that, during the relevant
2 time frame, Defendant also compensated Plaintiffs and Class Members with shift differentials but
3 failed to incorporate the shift differentials into the regular rate of pay for overtime calculation
4 purposes and therefore were provided inaccurate overtime pay.

5 29. Plaintiffs and the Class Members were regularly required to work shifts in excess
6 of five hours without being provided a lawful meal period and over ten hours in a day without
7 being provided a second lawful meal period as required by law.

8 30. Indeed, during the relevant time, as a consequence of Defendants' staffing and
9 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
10 Defendants frequently failed to provide Plaintiffs and the Class Members timely, legally complaint
11 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

12 31. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
13 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
14 to provide Plaintiffs and the Class Members legally compliant second meal periods on shifts over
15 ten hours as required by law.

16 32. On information and belief, Plaintiffs and Class Members did not waive their rights
17 to meal periods under the law.

18 33. Plaintiffs and the Class Members were not provided with valid lawful on-duty meal
19 periods.

20 34. Despite the above-mentioned meal period violations, Defendants failed to
21 compensate Plaintiffs, and on information and belief, failed to compensate Class Members, one
22 additional hour of pay at their regular rate as required by California law when meal periods were
23 not timely or lawfully provided in a compliant manner.

24 35. Plaintiffs are informed and believe, and thereon alleges, that Defendants know,
25 should know, knew, and/or should have known that Plaintiffs and the other Class Members were
26 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
27 were not receiving such compensation.

28 36. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt

1 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
2 period for every four hours worked or major fraction thereof, which is a violation of the Labor
3 Code and IWC wage order.

4 37. Defendants maintained and enforced scheduling practices, policies, and imposed
5 work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid
6 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
7 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
8 provide relief for Plaintiffs and Class Members to take their lawfully required breaks.

9 38. Despite the above-mentioned rest period violations, Defendants did not compensate
10 Plaintiffs, and on information and belief, did not pay Class Members one additional hour of pay at
11 their regular rate as required by California law, including Labor Code section 226.7 and the
12 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
13 permitted.

14 39. Defendants also failed to provide accurate, lawful itemized wage statements to
15 Plaintiffs and the Class Members in part because of the above specified violations. In addition,
16 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
17 including premiums due and owing for meal and rest period violations, gross pay and net pay
18 figures from Plaintiffs and the Class Members' wage statements.

19 40. Plaintiffs are informed and believe, and thereon alleges, that at all times herein
20 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
21 thereof for resignations without prior notice as the case may be) they had a duty to accurately
22 compensate Plaintiffs and Class Members for all wages owed including minimum wages, meal
23 and rest period premiums, and that Defendants had the financial ability to pay such compensation,
24 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
25 above-specified violations. For instance, Plaintiff Thompkins has not received his final pay check
26 since he left Defendant's employ in October 2020. In October 2020, Plaintiff Thompkins was
27 notified by Defendants that his final pay check would be arriving, but to date has not received it.

28 41. Upon information and belief, Defendants knew and or should have known that it is

1 improper to implement policies and commit unlawful acts such as:

2 (a) requiring employees to work four (4) hours or a major fraction thereof without
3 being provided a minimum ten (10) minute rest period and without compensating the employees
4 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
5 rest period was not provided;

6 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
7 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
8 and without compensating employees with one (1) hour of pay at the regular rate of compensation
9 for each workday that such a meal period was not provided;

10 (c) failing to pay Plaintiffs and Class Members for all wages including overtime wages
11 owed;

12 (d) failing to timely pay Plaintiffs and Class Members;

13 (e) failing to provide accurate itemized wage statements; and

14 (f) conducting and engaging in unfair business practices.

15 42. In addition to the violations above, and on information and belief, Defendants knew
16 they had a duty to compensate Plaintiffs and Class Members for the allegations asserted herein and
17 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
18 recklessly, and/or intentionally failed to do so.

19 43. Plaintiffs and Class Members they seek to represent are covered by, and
20 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
21 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
22 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

25 **(Against All Defendants)**

26 44. Plaintiffs incorporates and re-alleges each and every allegation contained above as
27 though fully set forth herein.

28 45. At all times relevant, the IWC wage orders applicable to Plaintiffs' and the Class

1 require employers to pay its employees for each hour worked at least minimum wage. “Hours
2 worked” means the time during which an employee is subject to the control of an employer, and
3 includes all the time the employee is suffered or permitted to work, whether or not required to do
4 so, and in the case of an employee who is required to reside on the employment premises, that
5 time spent carrying out assigned duties shall be counted as hours worked.

6 46. At all relevant times, Labor Code §1197 provides that the minimum wage for
7 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
8 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
9 and Labor Code, Plaintiffs and Class Members are to be paid minimum wage for each hour
10 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to
11 Plaintiffs and Class Members’ employment by Defendants provided that employees working for
12 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
13 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
14 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
15 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
16 regular rate of pay.

17 47. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
18 acting individually as an officer, agent, or employee of another person, who pays or causes to be
19 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
20 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
21 damages payable to the employee, and any applicable penalties pursuant to Section 203.

22 48. Labor Code §510 codifies the right to overtime compensation at the rate of one and
23 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
24 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
25 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
26 seventh day of work in a particular work week.

27 49. At all times relevant, Plaintiffs and Class Members regularly performed non-
28 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §

1 11000, et. seq. and the Labor Code.

2 50. At all times relevant, Plaintiffs and Class Members consistently worked in excess
3 of eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock work
4 performed as discussed above as a result of the security checks Plaintiffs and Class Members were
5 subjected to. Defendants did not compensate Plaintiffs and Class Members for time spent
6 undergoing security checks, which results in a disproportionate underpayment of minimum and
7 overtime wages.

8 51. Plaintiffs is informed and believes, and thereon alleges that, during the relevant
9 time frame, Defendant also compensated Plaintiffs and Class Members with shift differentials but
10 failed to incorporate the shift differentials into the regular rate of pay for overtime calculation
11 purposes and therefore were provided inaccurate overtime pay.

12 52. Accordingly, Defendants owe Plaintiffs and Class Members overtime wages, and
13 have failed to pay Plaintiffs and Class Members the overtime wages owed.

14 53. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiffs and Class Members are
15 entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and
16 attorneys' fees.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
19 **(Against All Defendants)**

20 54. Plaintiffs incorporates and re-alleges each and every allegation contained above as
21 though fully set forth herein.

22 55. Pursuant to Labor Code §512, no employer shall employ an employee for a work
23 period of more than five (5) hours without providing a meal break of not less than thirty (30)
24 minutes in which the employee is relieved of all of his or her duties. An employer may not
25 employ an employee for a work period of more than ten (10) hours per day without providing the
26 employee with a second meal period of not less than thirty (30) minutes, except that if the total
27 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
28 consent of the employer and the employee only if the first meal period was not waived.

1 56. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members'
2 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
3 the work of the employee must prevent an employee from being relieved of all duties relating to
4 his or her work for the employer and the employees must consent in writing to the "on duty" meal
5 period. On information and belief, Plaintiffs and Class Members did not consent in writing to an
6 "on duty" meal period. Further, the nature of the work of Plaintiffs and Class Members was not
7 such that they were prevented from being relieved of all duties. Despite the requirements of the
8 IWC wage orders applicable to Plaintiffs' and Class Members' employment by Defendants and
9 Labor Code §512 and §226.7, Defendants did not provide Plaintiffs and Class Members with all
10 their statutorily authorized meal periods.

11 57. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
12 provide Plaintiffs and Class Members, timely and uninterrupted meal periods of not less than
13 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiffs and Class Members'
14 employment by Defendants. As a proximate result of the aforementioned violations, Plaintiffs and
15 the other Class Members have been damaged in an amount according to proof at time of trial.

16 58. By their failure to provide a compliant meal period for each shift worked over five
17 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
18 (10) hours per day by Plaintiffs and the Class Members, and by failing to provide compensation in
19 lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of
20 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

21 59. Plaintiffs and the Class Members Plaintiffs seeks to represent did not voluntarily or
22 willfully waive meal periods and were regularly required to work shifts without being provided all
23 of their legally required meal periods. Defendants created a working environment in which
24 Plaintiffs and Class Members were not provided all of their meal periods due to shift scheduling
25 and/or work related demands placed upon them by Defendants as well as a lack of sufficient
26 staffing to meet the needs of Defendants' business as discussed above. On information and belief,
27 Defendants' implemented a policy and practice which resulted in systematic and class-wide
28 violations of the Labor Code. On information and belief, Defendants' violations have been

1 widespread throughout the liability period and will be evidenced by Defendants' time records for
2 the Class Members.

3 60. As a result of the unlawful acts of Defendants described herein, Plaintiffs and the
4 Class Members they seek to represent have been deprived of premium wages in amounts to be
5 determined at trial. Pursuant to Labor Code §226.7, Plaintiffs and Class Members are entitled to
6 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
7 with interest and penalties thereon, attorneys' fees, and costs.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

10 **(Against All Defendants)**

11 61. Plaintiffs incorporates and re-alleges each and every allegation contained above as
12 though fully set forth herein.

13 62. Pursuant to the IWC wage orders applicable to Plaintiffs and Class Members'
14 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period.... [The]
16 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
17 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
18 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
19 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
20 mandated by an applicable order of the IWC.

21 63. Defendants were required to authorize and permit employees such as Plaintiffs and
22 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
23 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
24 Despite said requirements of the IWC wage orders applicable to Plaintiffs' and Class Members'
25 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiffs and
26 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
27 fraction thereof.

28 64. On information and belief Defendants created a working environment in which

1 Plaintiffs and Class Members were not provided all of their rest periods due to shift scheduling
2 and/or work related demands placed upon them by Defendants as well as a lack of sufficient
3 staffing to meet the needs of Defendants' business as discussed above. On information and belief,
4 Defendants implemented a policy and practice which resulted in systematic and class-wide
5 violations of the Labor Code. On information and belief, Defendants' violations have been
6 widespread throughout the liability period.

7 65. As a proximate result of the aforementioned violations, Plaintiffs and Class
8 Members have been damaged in an amount according to proof at time of trial. Pursuant to Labor
9 Code §226.7, Plaintiffs and Class Members are entitled to recover one (1) hour of premium pay
10 for each day in which Defendants failed to provide a rest period to Plaintiffs and the Class, plus
11 interest and penalties thereon, attorneys' fees, and costs.

12 13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PAY TIMELY PAY WAGES**

15 **(Against All Defendants)**

16 66. Plaintiffs incorporates and re-alleges each and every allegation contained above as
17 though fully set forth herein.

18 67. Plaintiffs incorporates and re-alleges each and every allegation contained above as
19 though fully set forth herein. Labor Code §§201-202 requires an employer who discharges an
20 employee to pay compensation due and owing to said employee immediately upon discharge and
21 that if an employee voluntarily leaves his or her employment, his or her wages shall become due
22 and payable not later than seventy-two (72) hours thereafter, unless the employee has given
23 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
24 is entitled to his or her wages on their last day of work.

25 68. Labor Code §203 provides that if an employer willfully fails to pay compensation
26 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for
27 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

28 69. During the relevant time period, Defendants willfully failed and refused, and

1 continue to willfully fail and refuse, to pay Plaintiffs and Class Members their wages, earned and
2 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
3 leaving Defendants' employ. These wages include regular and overtime. To date, Plaintiffs have
4 not received their final pay check.

5 70. As a result, Defendants are liable to Plaintiffs and Class Members for waiting time
6 penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

7 **FIFTH CAUSE OF ACTION**

8 **(Failure to Timely Pay Wages During Employment - Against All Defendants)**

9 **(Against All Defendants)**

10 71. Plaintiffs allege each and every allegation set forth in the preceding paragraphs and
11 incorporate each by reference as though fully set forth here.

12 72. At all relevant times Plaintiffs and Class Members were employees or former
13 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

14 73. California Labor Code Section 204 dictates that employees must be paid twice a
15 month, with wages earned between the 1st and 15th paid between the 16th and 26th, and
16 wages earned between the 16th and the end of the month paid between the 1st and 10th of
17 the following month.

18 74. Labor Code section 210. subdivision (a) states that .. [in addition to. and entirely
19 independent and apart from. any other penalty provided in this article. every person who fails to
20 pay the wages of each employee as provided in Sections 201.3. 204. 204b. 204.1. 204.2. 205.
21 205.5. and 1197.5. shall be subject to a civil penalty as follows: (I) For any initial violation. one
22 hundred dollars (\$100) for each failure to pay each employee" and .. (2) For each subsequent
23 violation. or any willful or intentional violation. two hundred dollars (\$200) for each failure to pay
24 each employee. plus 25 percent of the amount unlawfully withheld.

25 75. Plaintiffs are informed and believe, and based thereon allege that in the one year
26 before filing the complaint in this action through the present, Defendant employed policies and
27 practices that resulted in at times, not paying Plaintiffs and Class Members in accordance with
28 Labor Code section 204.

76. Pursuant to Labor Code section 210. Plaintiffs and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars(\$ 1 00) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

77. Pursuant to Labor Code section 218.6. Code of Civil Procedure sections 1021.5 and 1032. and Civil Code section 3287. Plaintiffs and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

78. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

79. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs and the Class including applicable hourly rates and reimbursement expenses among other things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage statements that have been provided to Plaintiffs and the Class.

80. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs and the Class. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

81. Defendants have failed to accurately record all time worked.

82. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

83. Plaintiffs and the Class have been injured as they were unable to determine whether

1 they had been paid correctly for all hours worked per pay period among other things.

2 84. Pursuant to Labor Code section 226, Plaintiffs and the Class are entitled up to a
3 maximum of \$4,000 each for record keeping violations.

4 85. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
5 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
6 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
7 for each violation in a subsequent citation, for which the employer fails to provide the employee a
8 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226

9 86. As a result of the unlawful acts of Defendants, Plaintiffs and the Class Members
10 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to
11 the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
12 pursuant to Labor Code §§ 226.

13 **EIGHTH CAUSE OF ACTION**

14 **(Violation of Labor Code§ 2802 - Against All Defendants)**

15 **(Against All Defendants)**

16 87. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth herein.

18 88. At all relevant times, Plaintiffs and Class Members were employees or former
19 employees of Defendants, and were covered by Labor Code section 2802 and the applicable Wage
20 Orders.

21 89. Labor Code section 2802(a) stipulates that an employer must indemnify their
22 employees for all necessary expenditures or losses incurred by the employees in direct
23 consequence of performing their duties.

24 90. For a period of three (3) years prior to the filing of the Complaint in this action and
25 continuing to the present, Defendants required Plaintiffs and Class Members, or some of them, to
26 incur necessary expenditures or losses as a direct result of performing their duties or following
27 Defendants' instructions. These expenditures included, but were not limited to: purchasing and/or
28 providing unreturned deposits for mandatory work uniforms, laundering mandatory work

1 uniforms, incurring mileage and/or gas costs when driving personal vehicles for work-related
2 purposes, using personal cellular phones for work-related purposes, and purchasing tools
3 necessary to perform their duties.

4 91. During this period, Plaintiffs are informed and believe, and based thereon allege,
5 that Defendants failed and refused, and continue to fail and refuse, to reimburse Plaintiffs and
6 Class Members for these losses and expenditures.

7 92. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
8 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
9 aforementioned losses and/or expenditures.

10 93. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
12 reimbursement for their losses and/or expenditures, as well as reasonable attorneys' fees and costs
13 of suit.

14 **NINTH CAUSE OF ACTION**
15 **(Violation Of Labor Code § 404)**
16 **(Against All Defendants)**

17 94. Plaintiffs reallege and incorporate by reference all of the allegations contained in
18 the preceding paragraphs as though fully set forth herein.

19 95. At all relevant times, Plaintiffs and Class Members were employees or former
20 employees of Defendants covered by Labor Code sections 400 through 410.

21 96. Pursuant to Labor Code section 404, Defendants were required to immediately
22 return amounts deposited for uniforms with accrued interest when Plaintiffs and Class Members
23 returned the required uniforms to Defendants.

24 97. Plaintiffs are informed and believe, and based thereon allege that for three (3)
25 years prior to the filing of this Action through the present, due to policies and practices adopted by
26 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately
27 return accrued interest on deposits made by Plaintiffs and Class Members upon their returning
28 their uniforms to Defendants.

98. As a result of Defendants' conduct, Plaintiffs and Class Members have suffered
damages in an amount subject to proof, to the extent they were not compensated for accrued
interest on amounts deposited for mandatory uniforms upon returning their uniforms to

1 Defendants.

2 99. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiffs and Class Members
3 are entitled to recover their unpaid accrued interest on uniform deposits, reasonable attorneys' fees,
4 and costs of suit.

5 **TENTH CAUSE OF ACTION**

6 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et.seq.**

7 **(Against All Defendants)**

8 100. Plaintiffs incorporate and re-allege each and every allegation contained above as
9 though fully set forth herein.

10 101. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
11 unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendants' competitors, and the
12 general public. Plaintiffs seeks to enforce important rights affecting the public interest within the
13 meaning of the California Code of Civil Procedure §1021.5.

14 103. Defendants' policies, activities, and actions as alleged herein, are violations of
15 California law and constitute unlawful business acts and practices in violation of California
16 Business and Professions Code §§17200, et seq.

17 104. A violation of California Business and Professions Code §§17200, et seq., may be
18 predicated on the violation of any state or federal law. Defendants' policy of failing to pay
19 Plaintiffs and Class members all wages due and owing including overtime wages, and to provide
20 Plaintiffs and the Class with meal periods and rest breaks or the one (1) hour of premium pay
21 when a meal or rest break period was not provided or provided outside of the required time
22 frames, violates Labor Code § 226, §512, §1194, §510, and §226.7 and applicable IWC Wage
23 Orders and California Code of Regulations.

24 105. Plaintiffs and Class Members have been personally aggrieved by Defendants'
25 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
26 property.

27 106. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiffs and
28 Class Members are entitled to restitution of the wages withheld and retained by Defendants during

1 a period that commences four (4) years prior to the filing of this complaint; an award of attorneys'
2 fees, interest; and an award of costs.

3 **ELEVENTH CAUSE OF ACTION**

4 **REPRESENTATIVE CLAIMS THE PRIVATE ATTORNEYS GENERAL ACT- LABOR**

5 **CODE §§ 2698 *et seq.***

6 107. Plaintiffs incorporates by reference and re-alleges each and every allegation contained
7 above, as though fully set forth herein.

8 108. On March 25, 2021 Plaintiff Thompkins complied with notice requirements pursuant
9 to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as
10 **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged
11 here and that the notice requirement has been satisfied. Sixty five days have passed and the
12 LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with
13 this action in a representative capacity. The substance and violations set forth in this Complaint of
14 which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA
15 Representative Action Complaint to the LWDA.

16 109. "Aggrieved Employee" means all current and former non-exempt employees who
17 were placed by Host in California during the PAGA Period, excluding those non-exempt
18 employees employed during the PAGA Period who worked at the LAX facilities and those
19 certified in the case of Karla Schroeder v. Host International, Inc., et al., Case No. 2:21-cv-00428-
20 MCS-E, Central District Court of California.

21 110. Plaintiffs are aggrieved employees as defined in Labor Code Section 2699(a).
22 Plaintiffs bring this cause of action on behalf of all current and former California Non-Exempt
23 Employees of Defendants.

24 111. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil penalties for
25 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
26 including without limitation Labor Code section 201-204, 218. 218.5, 226, 226.3, 226.7, 227.3,
27 400-410, 510, 558, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, 2804, and, 2698 *et seq.*,
28 applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

1 112. At all times relevant, Plaintiffs and all other aggrieved employees regularly performed
2 non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break
3 requirements of the applicable IWC wage order and the Labor Code.

4 113. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
5 overtime wages owed as discussed above for Defendants' failure to account for the time it took
6 Plaintiffs and Aggrieved Employees to undergo security checks while they are off-the-clock.
7 Defendants also failed to accurately pay overtime wages by failing to incorporate shift
8 differentials into the regular rate of pay for overtime calculation purposes and therefore Plaintiffs
9 and Aggrieved Employees were also provided inaccurate overtime pay for these reasons as well.
10 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt
11 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
12 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
13 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
14 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
15 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
16 seventh day of work in a particular work week

17 114. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
18 accurately pay at least minimum wages due as a result Defendants' failure to account for the time
19 it took Plaintiffs and Aggrieved Employees to undergo security checks while they are off-the-
20 clock.

21 115. Defendants violated Labor Code sections 512 and 226.7 for failing to provide timely,
22 uninterrupted first and second meal periods and requiring unlawful on duty meal periods, or
23 compensation in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ an
24 employee for a work period of more than five (5) hours without providing a meal break of not less
25 than thirty (30) minutes in which the employee is relieved of all of his or her duties. An employer
26 may not employ an employee for a work period of more than ten (10) hours per day without
27 providing the employee with a second meal period of not less than thirty (30) minutes, except that
28 if the total hours worked is no more than twelve (12) hours, the second meal period may be

1 waived by mutual consent of the employer and the employee only if the first meal period was not
2 waived.

3 116. Defendants failed to provide Plaintiffs and all other aggrieved employees
4 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
5 and enforced policies of on duty meal period practices which required employees to work during
6 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
7 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
8 Plaintiffs and all other aggrieved employees have been damaged in an amount according to proof
9 at time of trial.

10 117. Plaintiffs, and on information and belief, all aggrieved employees, were
11 systematically not permitted or authorized to take ten minute rest periods for every four hours
12 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
13 Plaintiffs and on information and belief, aggrieved employees, were not compensated with one
14 hour of wages for every day in which a rest period was missed or untimely as a result of
15 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
16 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
17 Employees, and by failing to provide compensation for such non-provided or shortened rest
18 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
19 226.7, 512 and the applicable IWC Wage Order.

20 118. Defendants also willfully violated Labor Code sections 201-203 by failing to provide
21 all owed wages at separation from employment. Labor Code sections 201 and 202 require
22 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
23 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
24 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
25 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
26 The penalty cannot exceed 30 days of wages.

27 119. Plaintiffs and all other aggrieved employees who were separated from employment
28 are entitled to compensation for all forms of wages earned, including but not limited to

1 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
2 have not received such compensation, therefore entitling them to penalties under PAGA for
3 violations of Labor Code sections 201-203. To date, Plaintiffs has not received his final pay check.

4 120. On information and belief, Defendants willfully failed to pay all wages due and owing
5 upon separation from employment. These wages include regular and overtime wages, and meal
6 and rest period premiums.

7 121. On information and belief, Defendants failed to provide accurate itemized wage
8 statements which failed to include all hours worked, including overtime, accurate accounting of,
9 the lawful meal and rest period premiums due and owing to Plaintiffs and the aggrieved
10 employees, and the address of the legal entity that is the employer pursuant to Labor Code section
11 226(a).

12 122. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
14 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
15 for each violation in a subsequent citation, for which the employer fails to provide the employee a
16 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

17 123. Additionally, Defendants have no accurate records relating to aggrieved employees'
18 work periods, meal periods, total daily hours worked, total hours worked per payroll period and
19 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
20 maintain accurate records relating to hours worked daily in violation of Labor Code sections
21 1174(d), 1174.5.

22 124. Wage Order 5-2001 states "All working employees shall be provided with suitable
23 seats when the nature of the work reasonably permits the use of seats." Plaintiffs alleges that
24 Defendants failed to provide employees suitable seats while working even though the nature of the
25 work reasonably permitted the use of such seats.

26 125. Defendants' failure to provide suitable seats constitutes a violation of applicable
27 California laws and regulations, including Labor Code section 1198 and IWC Wage Order 5-2001.

28 126. Labor Code section 1198 makes it unlawful to employ an employee under conditions

1 of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiffs and the
2 other current and former aggrieved employees with suitable seats in violation of Wage Order 5-
3 2001, Defendants also violated Labor Code section 1198.

4 127. As a result of Defendants' unlawful conduct, Plaintiffs and Aggrieved employees are
5 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
6 worked.

7 128. Plaintiffs and the Representative Aggrieved Employees are entitled to recover
8 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs prays for judgment against Defendants, as follows:

12 **Class Certification**

- 13 1. That this action be certified as a class action;
14 2. That Plaintiffs be appointed as the representative of the Class;
15 3. That Plaintiffs be appointed as the representative of the Subclass; and
16 4. That counsel for Plaintiffs is appointed as counsel for the Class and Subclass.

17 **On the First Cause of Action**

- 18 1. For compensatory damages equal to the unpaid balance of minimum wage
19 compensation and overtime owed to Plaintiffs and Class members as well as interest and costs;
20 2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
21 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and
22 interest thereon pursuant to Labor Code §§ 1194.2, 558;
23 4. For such other and further relief as the Court deems proper.

24 **On the Second Cause of Action**

- 25 1. For one (1) hour of premium pay for each day in which a required meal period was
26 not provided or not provided in a timely manner; and
27 2. For such other and further relief as the Court deems proper.

1 On the Third Cause of Action

2 1. For one (1) hour of premium pay for each day in which a required rest period was
3 not authorized or permitted; and

4 2. For such other and further relief as the Court deems proper.

5 On the Fourth Cause of Action

6 1. For statutory penalties pursuant to Labor Code §203;

7 2. For interest for wages untimely paid; and

8 3. For such other and further relief as the Court deems proper.

9 On the Fifth Cause of Action

10 1. For statutory penalties pursuant to Labor Code §204;

11 2. For interest for wages untimely paid; and

12 3. For such other and further relief as the Court deems proper.

13 4.

14 On the Sixth Cause of Action

15 1. For statutory penalties pursuant to Labor Code §226;

16 2. For interest for wages untimely paid;

17 3. For penalties pursuant to Labor Code §226.3; and

18 4. For such other and further relief as the Court deems proper.

19 On the Seven Cause of Action

20 1. For statutory penalties pursuant to Labor Code §2802;

21 2. For interest for wages untimely paid; and

22 3. For such other and further relief as the Court deems proper.

23 On the Eighth Cause of Action

24 1. For statutory penalties pursuant to Labor Code §404;

25 2. For interest for wages untimely paid; and

26 3. For such other and further relief as the Court deems proper.

27 On the Ninth Cause of Action

28 1. For statutory penalties pursuant to Labor Code §227.3;

2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiffs and Class Members for their past failure to, pay wages, premium wages for meal and/or rest periods, that were not provided as described herein to Plaintiffs and Class Members, and to reimburse expenses, over the last four (4) years in an amount according to proof;

2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;

3. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to recover;

4. For costs of suit incurred herein; and

5. For such other and further relief as the Court deems proper.

On the Eleventh Cause of Action

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper.

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I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

FIRST AMENDED COMPLAINT

SERVICE LIST

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Alma Chavarin
Alma Chavarin

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

March 25, 2021

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

HOST INTERNATIONAL INC., dba HMS HOST
Agent for Service of Process: CSC – LAWYERS INCORPORATING SERVICE
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Receipt No. 7020 0640 0001 0089 9622

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff ALBERT THOMPCKINS individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, HOST INTERNATIONAL INC., dba HMS HOST, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Joaquin County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

FIRST AMENDED COMPLAINT

SERVICE LIST

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Alma Chavarin
Alma Chavarin