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ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*
04/18/2025
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA CGC-25-624523
FOR THE COUNTY OF SAN FRANCISCO

JANETTE GARCIA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GSW ARENA LLC, a Delaware limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.:

**PAGA REPRESENTATIVE COMPLAINT
FOR:**

**(1) VIOLATION OF LABOR CODE 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000

1 Plaintiff Janette Garcia (“Plaintiff”) hereby submits this PAGA Representative Action
2 Complaint (“Complaint”) against Defendant GSW Arena LLC (“Defendant” or the “Company”),
3 and Does 1 through 50 (hereinafter collectively referred to as “Defendants”), on behalf of herself
4 and all other aggrieved employees of Defendants for penalties pursuant to the Private Attorneys
5 General Act, Labor Code § 2698, *et seq.* (“PAGA”), for Defendants’ violations of the California
6 Labor Code, as follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
9 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable
10 Industrial Welfare Commission (“IWC”) Wage Orders.

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code, the applicable IWC Wage Orders.

13 3. Plaintiff is informed and believes and based thereon alleges that Defendants
14 jointly and severally have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by: (1) failing to pay all overtime wages based on the
16 correct regular rate of pay; (2) failing to provide proper off-duty meal and rest breaks and pay the
17 requisite premium compensation; (3) failing to provide accurate itemized wage statements; and
18 (4) engaging in unfair business practices in violation of the California Labor Code, the applicable
19 IWC Wage Orders.

20 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
21 engaged in, among other things a system of knowing and intentional violations of the California
22 Labor Code, and the applicable IWC Wage Orders, by creating and maintaining policies,
23 practices, and customs that knowingly deny employees the above stated rights and benefits.

24 5. The policies, practices, and customs of Defendants described above and below
25 have resulted in unjust enrichment of Defendants and an unfair business advantage over
26 businesses that routinely adhere to the strictures of the California Labor Code.

27 **JURISDICTION AND VENUE**

28 6. The Court has jurisdiction over the violations of the California Labor Code §§

201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable IWC Wage Orders.

7. Venue is proper in San Francisco County, because Plaintiff and other employees worked for Defendants in this County.

PARTIES

8. Plaintiff was employed by Defendants as an hourly, non-exempt employee in about 2023, until on or about January 3, 2025. Plaintiff worked for Defendants in San Francisco, California.

9. Plaintiff was and is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable IWC Wage Orders.

10. Plaintiff is informed and believes and based thereon alleges that Defendant GSW Arena LLC was and is a Delaware limited liability company doing business in the State of California, including the County of San Francisco. Plaintiff is informed and believes and based thereon alleges that Defendant GSW Arena LLC operates sports arenas.

11. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and Does through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable IWC Wage Orders.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and

1 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
2 herein.

3 14. At all times herein mentioned, each of said Defendants participated in the doing
4 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
5 Defendants, and each of them, were the agents, servants, and employees of each of the other
6 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
7 acting within the course and scope of said agency and employment.

8 15. Plaintiff is informed and believes and based thereon alleges that at all times
9 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
10 joint venturer of, or working in concert with each of the other co-Defendants and was acting
11 within the course and scope of such agency, employment, joint venture, or concerted activity. To
12 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
13 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
14 Defendants.

15 16. At all times herein mentioned, Defendants, and each of them, were members of,
16 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
17 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

18 17. At all times herein mentioned, the acts and omissions of various Defendants, and
19 each of them, concurred and contributed to the various acts and omissions of each and all of the
20 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
21 herein mentioned, Defendants, and each of them, ratified each and every act or omission
22 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
23 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
24 the damages as herein alleged.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

4 18. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 19. Plaintiff brings this cause of action as a proxy for the State of California and in
7 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
8 from January 28, 2024, through the present, for Defendants' violations of Labor Code §§ 201-
9 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1 arising from Defendants' failure to: (1) pay
10 all overtime wages based on the correct regular rate of pay, in violation of Labor Code §§ 201-
11 204, 510, 558, 1194, 1197, and 1197.1; (2) provide off-duty rest periods and/or pay rest period
12 premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and
13 226.7; (3) provide off-duty meal periods and/or pay the meal period premium compensation at
14 the regular rate of pay, in violation of Labor Code §§ 201- 203, 226.7, and 512; and (4) provide
15 accurate itemized wage statements, in violation of Labor Code § 226.

16 20. In this regard, Defendants regularly failed to provide or timely provide meal and
17 rest breaks to their employees, as breaks were either not provided, or were provided late into the
18 shifts. When breaks were provided, they were often interrupted. Defendants failed to provide
19 meal and rest period premium compensation for all missed, late, or interrupted breaks.

20 21. Furthermore, on occasions when meal and rest premiums were paid, they were
21 paid at an incorrect rate of pay. More specifically, Plaintiff and aggrieved employees earned non-
22 discretionary remuneration, such as incentives and bonuses. However, said non-discretionary
23 wages were not factored into the regular rate of pay for the purposes of paying meal and rest
24 period premiums. As such, whenever Defendants paid Plaintiff and aggrieved employees meal
25 and rest premiums during periods in which they earned non-discretionary remuneration, the meal
26 and rest premiums were paid at less than their regular rate of pay.

27 22. Similarly, Defendants failed to pay overtime wages at the regular rate of pay.
28 Rather, overtime wages were paid at the employee's base rate of pay. Defendants did not

1 include non-discretionary remuneration, including without limitation, incentives and bonuses,
2 into the regular rate of pay for overtime wages.

3 23. As such, Plaintiff and aggrieved employees are owed additional premiums and
4 overtime based on the correct, higher regular rate of pay. To date, Plaintiff has yet to receive the
5 underpaid wages owed to her. Thus, Defendants have violated Labor Code §§ 201-203 by not
6 paying employees all wages owed upon separation of employment.

7 24. Lastly, as a result of the nonpayment/underpayment of wages, Defendants issued
8 inaccurate wage statements to Plaintiff and aggrieved employees, as the wage statements
9 displayed inaccurate rates of pay, hours worked, net wages earned, and gross wages earned.

10 25. On or about January 28, 2025, Plaintiff sent written notice to the California Labor
11 & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
12 204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to the PAGA. In addition to
13 the LWDA, Plaintiff also sent her notice to Defendant via certified mail pursuant to Labor Code
14 § 2699.3.

15 26. As of the date of the filing of this Complaint, the LWDA has not responded to
16 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations
17 provided for in the written notice. Therefore, Plaintiff may seek applicable penalties under the
18 PAGA.

19 27. Such a pattern, practice and uniform administration of corporate policy as
20 described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of
21 the State of California, in a civil action, for penalties pursuant to the PAGA for violations of
22 Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2699(a), including
23 interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA for
24 Defendant's violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and
25 1197.1.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
28 this suit is brought against Defendants, jointly and severally, as follows:

1 1. Upon the First Cause of Action, for the full amount of civil penalties pursuant to
2 California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

3 2. On all causes of action, for attorneys' fees and costs as provided by California
4 Labor Code § 2699, and Code of Civil Procedure § 1021.5; and

5 3. Such other and further relief as the Court may deem just and proper.

6
7 DATED: April 18, 2025

DIVERSITY LAW GROUP, P.C.

8
9 By: _____

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff and the Aggrieved
Employees