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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 UNLIMITED JURISDICTION

11 Demetrius Crook, on behalf of herself and all
 12 others similarly situated, and the general
 public,

13 *Plaintiff,*

14 v.

15 LEGENDS HOSPITALITY, LLC, a Delaware
 limited liability company; LEGENDS
 16 HOSPITALITY PARENT HOLDINGS LLC,
 a Delaware limited liability company;
 17 LEGENDS HOSPITALITY MANAGEMENT
 LLC, a Delaware limited liability company,
 18 and DOES 1 through 50, inclusive,

19 *Defendants.*

Case No. 23STCV24567

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

CLASS AND REPRESENTATIVE 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 and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, 203 and 204);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff Demetrius Crook ("Plaintiff"), on behalf of herself and all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants LEGENDS
5 HOSPITALITY, LLC, a Delaware limited liability company; LEGENDS HOSPITALITY
6 PARENT HOLDINGS, LLC, LEGENDS HOSPITALITY MANAGEMENT, LLC, a Delaware
7 limited liability company and DOES 1 through 50, inclusive, (collectively referred to as
8 "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
9 Defendants have.

- 10 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
11 periods;
- 12 (2) failed to provide them with rest periods;
- 13 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 14 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
15 rate of pay;
- 16 (5) failed to pay them at least minimum wage for all hours worked;
- 17 (6) failed to pay them overtime wages at the correct rate;
- 18 (7) failed to pay them double time wages at the correct rate;
- 19 (8) failed to reimburse them for all necessary business expenses;
- 20 (9) failed to provide them with accurate written wage statements; and failed to pay them
21 all of their final wages following separation of employment.

22 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
23 wages, restitution, civil and statutory penalties, and related relief on behalf of herself and all others
24 similarly situated.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
27 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
28 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in LOS ANGELES because Defendants' principal place of business is in DELAWARE, is incorporated under the laws of DELAWARE, does business in LOS ANGELES, and has not registered a California place of business with the California Secretary of State. Plaintiff worked for Defendants in LOS ANGELES. As such, venue is proper in any county in California.

PARTIES

4. Plaintiff is and was, 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 LEGENDS HOSPITALITY, LLC is, and at all relevant times mentioned herein, a Delaware limited liability company doing business in the State of California. Plaintiff is informed and believes, and thereupon alleges, that Defendant LEGENDS HOSPITALITY, LLC is, and at all relevant times mentioned herein, a Delaware limited liability company doing business in the State of California. Plaintiff is informed and believes, and thereupon alleges, that Defendant LEGENDS HOSPITALITY, LLC is, and at all relevant times mentioned herein, a Delaware limited liability company 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, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course

1 and scope of such relationship and with the full knowledge, consent, and ratification by such other
2 defendants.

3 CLASS ALLEGATIONS

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

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

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

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

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

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

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

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

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

10. **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.

11. **Numerosity:** The class members are so numerous that the individual joinder of each
individual class member is impractical. While Plaintiff does not currently know the exact number of

1 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
2 exceeds the minimum required for numerosity under California law.

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

- 6 i. Whether Defendants maintained a policy or practice of failing to provide employees
7 with their meal periods;
- 8 ii. Whether Defendants maintained a policy or practice of failing to provide employees
9 with their rest periods;
- 10 iii. Whether Defendants failed to pay premium wages to class members when they have
11 not been provided with required meal and/or rest periods;
- 12 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
13 as a result of policies that fail to provide meal periods in accordance with California
14 law;
- 15 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
16 for all time worked;
- 17 vi. Whether Defendants failed to reimburse class members for all necessary business
18 expenses incurred during the discharge of their duties;
- 19 vii. Whether Defendants failed to provide class members with accurate written wage
20 statements as a result of providing them with written wage statements with
21 inaccurate entries for, among other things, amounts of gross and net wages, and total
22 hours worked;
- 23 viii. Whether Defendants are liable to class members for waiting time penalties under
24 Labor Code section 203;
- 25 ix. Whether class members are entitled to restitution of money or property that
26 Defendants may have acquired from them through unfair competition;

27 13. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
28 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing

1 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

2 14. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
3 that she has no interests that are adverse to or otherwise conflict with the interests of absent class
4 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
5 and adequately represent and protect the interests of the other class members.

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

10 16. **Superiority:** A class action is vastly superior to other available means for fair and
11 efficient adjudication of the class members' claims and would be beneficial to the parties and the
12 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
13 common claims simultaneously and efficiently in a single forum without the unnecessary
14 duplication of effort and expense that numerous individual actions would entail. In addition, the
15 monetary amounts due to many individual class members are likely to be relatively small and would
16 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
17 Moreover, a class action will serve an important public interest by permitting class members to
18 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
19 potential for inconsistent or contradictory judgments inherent in individual litigation.

20 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

21 17. Plaintiff has worked for Defendants as an hourly, non-exempt employee since
22 approximately August 13, 2013. Defendants provide hospitality services for various sports
23 entertainment venues including but not limited to the Los Angeles Coliseum, So-Fi Stadium, etc.

24 **Off The Clock Work: Security Check and Clocking In**

25 18. Plaintiff and the putative class are responsible for finding their parking prior to
26 clocking in. On non-event days, days when there is no football game or other event at venue,
27 Plaintiff and the putative class have no designated parking and must either find street parking or
28 park in an offsite parking lot. It takes employees additional time after parking in the offsite location

1 to clock in. Plaintiff and the putative class are not paid by the Defendants for the time spent
2 waiting for the shuttle or riding the shuttle.

3 19. On event days, Plaintiff and the putative class park at a designated offsite parking
4 lot located, more than a mile from the venue, that requires them to then wait in line and be shuttled
5 into the venue before clocking in. This procedure can take anywhere from 5-30 minutes depending
6 on the number of employees waiting to board the shuttle and the number of shuttles available. This
7 delay in clocking in is not reflected in their timecards.

8 20. Plaintiff and the putative class were required to utilize the general entrances to the
9 venues and required to go through a security check at the time of entering and leaving the premises
10 on which they work. The security check required Plaintiff and the putative class to first wait in a
11 general-purpose line where anyone who wanted to enter the venues were required to go through a
12 security screening.

13 21. Plaintiff and the putative class were allowed to pass through the security check upon
14 displaying their employee badges. Security staff would then perform a bag check to search for
15 weapons or contraband.

16 22. Plaintiff and the putative class were required to spend at least five to fifteen minutes
17 each time they went through the security check—time that was not paid by Defendants.

18 23. Plaintiff and the putative class were not paid for the time it takes to pass the security
19 check to arrive at the check in location.

20 24. Plaintiff and the putative class were trained to clock in for each work shift by
21 scanning their assigned badge. Plaintiff and the putative class were required to go through a
22 security clearance before being able to clock in. After the security check in line, Plaintiff and the
23 putative class would need to wait in line to clock in. It generally took approximately five to ten
24 minutes for employees to enter the venue after the security clearance to clock in.

25 25. Occasionally, Plaintiff and the putative class would encounter login errors or
26 computer crashes that would require them to clock in by manually typing in their social security
27 numbers instead. The entire time spent waiting in line to clock in would not be accurately recorded
28 and therefore resulted in Plaintiff and the putative class not being paid for all hours worked

because of the equipment malfunction.

26. Substantial amounts of wages not paid to Plaintiff and the putative class.

Defendants practices have resulted in substantial amounts of wages not being paid to Plaintiff and the putative class.

27. Plaintiff alleges that, at relevant times during the applicable limitations period, due to Defendants' above-mentioned policies or practices, Plaintiff and the putative class did not receive their full thirty (30) minute uninterrupted meal periods that they were entitled to under California law.

Missed Rest Periods

28. Plaintiff and the putative class members were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to Defendants' policy of not scheduling each rest period as part of each work shift and understaffing.

29. Plaintiff and the putative class did not have scheduled breaks. The Plaintiff and the putative class would have to find time when the concession stands were not busy or ensure another employee was present to attend to the concession stands for them to take their break. Often, the concession stands were understaffed meaning there were no employees to manage the concession stand thus allowing Plaintiff and the putative class to take their rest break. Plaintiff and the putative class would risk reprimands and/or termination if the concession stands were not attended to. As a result, plaintiff and putative class often missed their meal breaks entirely and worked through their entitled rest breaks.

30. Additionally, Defendant's practiced a policy requiring a security bag check upon reentry of the premises during event days if Plaintiff and the putative class left venue to take their rest period. This policy of requiring a security check further impeded and discouraged Plaintiff and the putative class from taking their breaks.

31. Plaintiff alleges that, at relevant times during the applicable limitations period, Defendants maintained a policy or practice of disciplining Plaintiff and members of the putative class, up to and including termination, if they did not perform their job which required working through their rest breaks and lunches.

1 **Shortened Rest Periods**

2 32. Plaintiff and the putative class members were not provided with rest periods of at
3 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to
4 Defendants' policy of not scheduling each rest period as part of each work shift and understaffing.

5 33. Accordingly, there was not an adequate breakroom where employees could take
6 their rest periods. The only break room in the venue is in the basement and contains only two
7 tables and a kitchenette which can accommodate 3-8 employees at a time. Depending on where in
8 the venue Plaintiff and the putative are working, it can take 5 to 10 minutes to get the breakroom.
9 On event days, hundreds of employees are working and need access to a break room. As a result,
10 Plaintiff and the putative class would take their rest periods in the public food court or elsewhere
11 on the premises.

12 **Missed Meal Periods**

13 34. Plaintiff and the putative class were not provided with meal periods of at least thirty
14 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
15 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
16 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an
17 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
18 formal written meal and rest period policy that encouraged employees to take their meal and rest
19 periods.

20 35. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
21 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
22 worked due to complying with Defendants' productivity requirements that required Plaintiff and
23 the putative class to work through their meal periods in order to complete their assignments on
24 time.

25 36. On event days, days when the venue hosts a football game or other event,
26 employees were required to take a meal break immediately upon starting their shift. Plaintiff and
27 the putative class would clock in near the entrance of the venue, then walk to the public food court
28 and clock out for lunch. After returning from lunch, Plaintiff and the putative class began to work

1 their shifts lasting up to twelve hours. Plaintiff and the putative class would not take another meal
2 break throughout the duration of their shift. As a result, Plaintiff and the putative class did not
3 properly receive their meal break within five hours after returning from their mandatory meal
4 period upon clocking in.

5 37. Plaintiff and the putative class were discouraged from taking their meal periods
6 because of understaffing. Plaintiff and the putative class worked in several concession locations
7 which would always have a long line during their work shift. Since the Defendants understaffed the
8 service locations, Plaintiff and the putative class were discouraged from taking their meal periods.

9 38. During their employment with Defendants, Plaintiff and the putative class regularly
10 worked shifts up to twelve hours per day, without having a second meal break after ten hours, as
11 required by California law. Defendants had a policy of automatically adding thirty minutes from
12 Plaintiff's and the putative class's timecard and manually adding a lunch period, regardless of
13 whether Plaintiff and the putative class received a meal period or not. When Plaintiff and the
14 putative class worked more than 10 hours, they were not granted their second meal breaks. Second
15 meal breaks were not planned or scheduled when Plaintiff and the putative class worked more than
16 10 hours.

17 39. Further, there was not an adequate breakroom where employees could take their rest
18 periods. The only break room in the venue is in the basement and contains only two tables and a
19 kitchenette which can accommodate 3-8 employees at a time. Depending on where in the venue
20 Plaintiff and the putative are working, it can take 5 to 10 minutes to get the breakroom. On event
21 days, hundreds of employees are working and need access to a break room. As a result, Plaintiff
22 and the putative class could only take their only provided meal period upon clocking in, in the
23 public food court.

24 40. Additionally, Defendant's practiced a policy requiring a security bag check upon
25 reentry of the premises during event days if Plaintiff and the putative class left the venue to take
26 their meal period. This policy of requiring a security check further impeded and discouraged
27 Plaintiff and the putative class from taking meal breaks.

28 **Regular Rate of Pay**

41. The regular rate of pay under California law includes all remuneration for employment paid, on behalf of the employer, to the employee. This requirement includes but is not limited to, commissions, mandatory service charges, non-discretionary bonuses and shift differential pay.

42. During the applicable limitations period, Defendants violated the rights of Plaintiff and the putative class under the above-referenced Labor Code sections by failing to pay them overtime wage premiums, meal period premiums, rest period premiums, and sick pay for all overtime hours worked in violation of Labor Code §§ 226.7, 246, 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all applicable remuneration, including, but not limited to, commissions, mandatory service charges, non-discretionary bonuses and shift differential pay.

Clock-Out Process

43. Similarly, after clocking out for each work shift, Plaintiff and the putative class expended time to reach their cars so they can leave work. During non-event days, Plaintiff and the punitive class spend 2-5 minutes traveling to the off-site parking structure or street parking to leave work.

44. During event days, Plaintiff and the putative class would wait for a shuttle after clocking out to reach their designated parking lot. On event days, traffic is often heavy and congested which can cause the wait times to board a shuttle and arrive at the parking lot to reach anywhere between 10 minutes and an hour after clocking out. Plaintiff and the putative class were not paid for time spent waiting for the shuttles and riding the shuttles.

45. As a result of Defendants' policies and practices, Plaintiff and the putative class were not paid for all hours worked.

Expense Reimbursement

46. Plaintiff and the putative class members were required to utilize their own personal cellphones to perform their job duties. Plaintiff and the putative class members were not reimbursed for business expenses incurred for using their cellphones. Plaintiff and the putative class members used their cellphones to communicate with other staff as well as supervisors while on

1 duty.

2 47. Plaintiff and the putative class members were required to wash and maintain their
3 uniforms. Plaintiff and the putative class received two shirts with the Legends logo stamped on
4 them. Plaintiff and the putative class were required to wear the uniform every day that they worked
5 including Monday-Friday. Plaintiff and the putative class members were not reimbursed for costs
6 associated with maintaining their uniform which was required for work.

7 48. Defendants failed to reimburse Plaintiff and the putative class for such necessary
8 business expenses incurred by them.

9 **Wage Statements**

10 49. Plaintiff and the putative class were not provided with accurate wage statements as
11 mandated by law pursuant to Labor Code § 226.

12 50. Defendants failed to comply with Labor Code § 226(a)(1) as “gross wages earned”
13 were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work
14 were not included.

15 51. Defendants failed to comply with Labor Code § 226(a)(2) as “total hours worked by
16 the employee” were not accurately reflected in that all hours worked, including overtime and “off-
17 the-clock” work were not included.

18 52. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions”
19 were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not
20 included.

21 53. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive
22 dates of the period for which the employee is paid” were not included.

23 54. Plaintiff and the putative class earned tips while working in concession stands during
24 event days at the venue. These tips were not always paid on time and were not reflected accurately
25 in their wage statements.

26 **FIRST CAUSE OF ACTION**

27 **FAILURE TO PROVIDE MEAL PERIODS**

28 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

(Plaintiff and Meal Period Sub-Class)

55. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

56. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

57. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

58. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

59. Compensation for missed meal periods constitutes wages within the meaning of Labor Code § 200.

60. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the applicable Wage Order.

61. Section 11 of the applicable Wage Order states:

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

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

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

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

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

66. Moreover, Defendants' written policies do not provide that employees must take their first meal period before the end of the fifth hour of work, that employees are entitled to a second meal period if they work a shift of over ten hours, or that the second meal period must commence before the end of the tenth hour of work, unless waived.

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

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

69. 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 the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

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

(Plaintiff and Rest Period Sub-Class)

70. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

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

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

73. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

74. Compensation for missed rest periods constitutes wages within the meaning of Labor Code § 200.

75. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

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

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

78. Specifically, Defendants written policies do not provide that employees may take a rest period for each four hours worked, or major fraction thereof, nor that rest periods should be taken in the middle of each work period insofar as practicable.

79. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and

costs of suit.

80. 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 **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Lab. Code §§ 204, 223, 510, 1194, 1197 and 1198)

(Plaintiff and Hourly Employee Class)

81. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

82. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

83. Section 2 of the applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

84. Section 4 of the applicable Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

85. Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum or overtime wage required under the applicable Wage Order.

86. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the underlying unpaid minimum wages and interest thereon.

87. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

88. Labor Code § 1197.1 provides that it is unlawful for any employer or any other

1 person acting either individually or as an officer, agent, or employee of another person to pay an
2 employee, or cause an employee to be paid, less than the applicable minimum wage.

3 89. Labor Code § 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the applicable Wage Order.

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

9 91. At all relevant times, pursuant to Labor Code §204, all wages earned by any person
10 in any employment are due and payable twice during each calendar month on designated days.
11 Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
12 between the 16th and the 26th day of the month during which the labor was performed, and labor
13 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
14 between the 1st and 10th day of the following month.

15 92. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
16 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
17 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§
18 204 but have intentionally adopted policies or practices that are incompatible with those
19 requirements.

20 93. Pursuant to Labor Code §§ 204 and 218.6, Plaintiff, on behalf
21 of herself and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from
22 the respective dates that their final wages had first become due until paid, up to a maximum of thirty
23 days, and interest thereon.

24 94. Labor Code § 223 makes it unlawful for employers to pay their employees lower
25 wages than required by contract or statute while purporting to pay them legal wages.

26 95. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
27 non-exempt employees overtime wages of no less than one and one-half times the employees'
28 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all

1 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
2 seventh consecutive day of one workweek.

3 96. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
4 pay non-exempt employees overtime wages of no less than two times the employees' respective
5 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
6 worked in excess of eight hours on a seventh consecutive workday during the workweek.

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

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

13 99. Section 9 of the applicable Wage Order states:

14 "When uniforms are required by the employer to be worn by the employee as
15 a condition of employment, such uniforms shall be provided and maintained
16 by the employer. The term 'uniform' includes wearing apparel and
accessories of distinctive design or color."

17 100. If the employer does not choose to maintain employees' uniforms itself where it is
18 required to do so, the Division of Labor Standards Enforcement ("DLSE") takes the position that
19 the employer may pay each affected employee a weekly maintenance allowance of an hour's pay at
20 the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic
21 estimate of the time involved in maintaining the uniform.

22 101. At all relevant times during the applicable limitations period, and in violation of the
23 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
24 compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result of
25 its failure to maintain employee uniforms or pay her a weekly maintenance allowance.

26 102. Plaintiff is informed and believes that, at all relevant times and in violation of the
27 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
28 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours

1 they worked as a result of its failures to maintain employee uniforms or pay them a weekly
2 maintenance allowance.

3 103. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
4 **Employee Class** members all earned wages every pay period at the correct rates, including
5 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
6 **Hourly Employee Class** members to perform off-the-clock work.

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

11 105. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
12 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
13 overtime wages, interest thereon, and costs of suit.

14 106. The regular rate of pay under California law includes all remuneration for
15 employment paid, on behalf of the employer, to the employee. This requirement includes but is not
16 limited to, commissions, mandatory service charges, non-discretionary bonuses and shift differential
17 pay.

18 107. During the applicable limitations period, Defendants violated the rights of Plaintiff
19 and the putative class under the above-referenced Labor Code sections by failing to pay them
20 overtime wage premiums, meal period premiums, rest period premiums, and sick pay for all
21 overtime hours worked in violation of Labor Code §§ 226.7, 246, 510, 1194, and 1198 as a result
22 of not correctly calculating their regular rate of pay to include all applicable remuneration,
23 including, but not limited to, commissions, mandatory service charges, non-discretionary bonuses
24 and shift differential pay.

25 108. California law uses the terms "compensation" and "pay" interchangeably and
26 requires that all applicable remuneration, including but not limited to, commissions, non-
27 discretionary bonuses, tips, shift differential pay, tips, etc., be included when calculating an
28 employee's regular rate of pay.

109. At all relevant times, Defendants paid Plaintiff premium wages based on a rate of compensation that did not reflect, among other things, commissions, non-discretionary bonuses, shift differential pay, tips, etc. as required by Labor Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when Defendants paid her premium wages in lieu of meal and/or rest periods.

110. Plaintiff is informed and believes, and thereupon alleges, that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of paying **Hourly Employee Class** members premium wages based on rates of compensation that have not reflected commissions, non-discretionary bonuses, shift differential pay, tips, etc. as required by Labor Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when Defendants paid them premium wages in lieu of meal and/or rest periods.

111. 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 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Expense Reimbursement Class)

112. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

113. Labor Code section 2802(a) states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her 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.

114. At all relevant times during the applicable limitations period, Plaintiff and the **Expense Reimbursement Class** members incurred necessary business-related expenses and costs, including but not limited to, cellphone plans and caring for their uniform.

115. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the

1 discharge of their duties.

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

5 117. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight,
6 color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

7 118. Section 9 of the applicable Wage Order states:

8 When uniforms are required by the employer to be worn by the employee as a
9 condition of employment, such uniforms shall be provided and maintained by the
10 employer. The term ‘uniform’ includes wearing apparel and accessories of distinctive
11 design or color.

12 119. At all relevant times during the applicable limitations period, Defendants required
13 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
14 by Defendants’ want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
15 **Reimbursement Class** members for all such expenditures.

16 120. At all relevant times during the applicable limitations period, Defendants required
17 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
18 apparel unique to Defendants at Plaintiff’s and **Expense Reimbursement Class** members’ expense.
19 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
20 expenditures.

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

24 122. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
25 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
26 original Complaint and until the date of entry of judgment.

27 123. Plaintiff, on behalf of herself , and **Expense Reimbursement Class** members, seeks
28 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys’ fees pursuant to
Code of Civil Procedure § 1021.5.

1 **FIFTH CAUSE OF ACTION**

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

3 **(Lab. Code § 226)**

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

5 124. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 125. Labor Code § 226(a) states:

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

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

27 127. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**

1 members with written wage statements as described above.

2 128. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
3 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
4 that Defendants had the ability to provide them with accurate wage statements but had intentionally
5 provided them with written wage statements that Defendants knew do not comply with Labor Code
6 § 226(a).

7 129. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
8 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
9 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
10 and wages earned. In addition, inaccurate information on their wage statements have prevented
11 immediate challenges to Defendants' unlawful pay practices, has required discovery and
12 mathematical computations to determine the amount of wages owed, has caused difficulty and
13 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
14 inaccurate information about wages and deductions to federal and state government agencies.

15 130. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
16 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
17 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred
18 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)
19 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

20 131. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
21 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
22 **Class** members, seek awards of reasonable attorneys' fees and costs.

23 SIXTH CAUSE OF ACTION

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

25 **(Lab. Code §§ 201, 202, 203)**

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

27 132. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28 133. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members

1 have been entitled, upon the end of their employment with Defendants, to timely payment of all
2 wages earned and unpaid before termination or resignation.

3 134. At all relevant times, pursuant to Labor Code § 201, employees who have been
4 discharged have been entitled to payment of all final wages immediately upon termination.

5 135. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
6 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
7 all final wages at the time of resignation.

8 136. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
9 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
10 all final wages within seventy-two (72) hours' of giving notice of resignation.

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

13 138. Plaintiff is informed and believes that, at all relevant times during the applicable
14 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
15 members all of their final wages in accordance with the Labor Code.

16 139. Plaintiff is informed and believes that, at all relevant times during the applicable
17 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
18 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
19 §§ 201 or 202 by failing to timely pay them all final wages.

20 140. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
21 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
22 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

23 **SEVENTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

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

26 **(Plaintiff and UCL Class)**

27 141. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28 142. Business and Professions Code § 17200 defines "unfair competition" to include any

1 unlawful business practice.

2 143. Business and Professions Code §§ 17203–17204 allow a person who has lost money
3 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
4 Procedure § 382 to recover money or property that may have been acquired from similarly situated
5 persons by means of unfair competition.

6 144. California law requires employers to pay hourly, non-exempt employees for all hours
7 they are permitted or suffered to work, including hours that the employer knows or reasonably
8 should know that employees have worked.

9 145. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and
10 incorporates the FIRST, SECOND, THIRD, and FOURTH, causes of action herein.

11 146. Plaintiff lost money and/or property as a result of the aforementioned unfair
12 competition.

13 147. Defendants have or may have acquired money by means of unfair competition.

14 148. Plaintiff is informed and believes and thereupon alleges that, by committing the
15 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
16 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
17 violating the Labor Code as alleged herein.

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

23 150. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
24 employees and entitled to the full protections of both the Labor Code and the applicable Wage
25 Order.

26 151. Defendants' unlawful conduct as alleged in this Complaint amounts to and
27 constitutes unfair competition within the meaning of Business and Professions Code section 17200
28 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition

1 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
2 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
3 behalf of similarly situated persons in a class-action proceeding.

4 152. As a result of Defendants' violations of the Labor Code during the applicable
5 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
6 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
7 conduct.

8 153. Plaintiff is informed and believes that other similarly situated persons have been
9 subject to the same unlawful policies or practices of Defendants.

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

13 155. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
14 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
15 that violates, or is considered unlawful under, any other state or federal law.

16 156. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
17 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
18 Defendants, and each of them, and their agents and employees, from further violations of the Labor
19 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
20 order permanently enjoining Defendants, and each of them, and their respective agents and
21 employees, from further violations of the Labor Code and applicable Industrial Welfare
22 Commission Wage Orders.

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

27 158. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
28 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable

1 attorneys' fees in connection with their unfair competition claims.

2 **EIGHTH CAUSE OF ACTION**

3 **CIVIL PENALTIES**

4 **(Lab. Code §§ 2698 *et seq.*)**

5 159. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

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

8 161. Labor Code §§ 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 § 2699.3 that may, but need not,
11 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

12 162. Plaintiff, a former employee against whom 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 § 2699(c).

15 163. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
17 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
18 intent to investigate.

19 164. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
20 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
21 227.3, 510, 512, 1194, 1197, 1198 and 2802:

22 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
23 and 2802, one hundred dollars (\$100) for each employee per pay period for
24 each initial violation and two hundred dollars (\$200) for each employee per
25 pay period for each subsequent violation (penalties set by Labor Code §
26 2699(f)(2));

27 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
28 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

- 1 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
2 employee for each initial violation that was neither willful nor intentional,
3 two hundred dollars (\$200) for each employee, plus 25% of the amount
4 unlawfully withheld from each employee, for each initial violation that was
5 either willful or intentional, and two hundred dollars (\$200) for each
6 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
7 from each employee, for each subsequent violation, regardless of whether the
8 subsequent violation was either willful or intentional (penalties set by Labor
9 Code § 210);
- 10 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus twenty-five percent
13 (25%) of the amount unlawfully withheld from each employee, for each
14 initial violation that was either willful or intentional, and two hundred dollars
15 (\$200) for each employee, plus twenty-five percent (25%) of the amount
16 unlawfully withheld from each employee, for each subsequent violation,
17 regardless of whether the subsequent violation was either willful or
18 intentional (penalties set by Labor Code § 225.5);
- 19 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
20 citation, two hundred and fifty dollars (\$250) for each employee for each
21 violation. Alternatively, if an initial citation or its equivalent occurred before
22 the filing of this action, one thousand dollars (\$1,000) for each employee for
23 each violation (penalties set by Labor Code § 226.3);
- 24 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
25 employee for each initial pay period for which the employee was underpaid,
26 and one hundred dollars (\$100) for each employee for each subsequent pay
27 period for which the employee was underpaid (penalties set by Labor Code §
28 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

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

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

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DEMAND FOR JURY TRIAL

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

Dated: December 19, 2023 SETAREH LAW GROUP

/s/ Thomas Segal
SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
Attorneys for Plaintiff
Demetrius Crook

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On December 19, 2023, I served the foregoing documents described as:

in this action by transmitting a true copy thereof addressed as follows:

Legends Hospitality Management Company, LLC
c/o Corporation Service Company
215 Little Falls Drive
Wilmington, DE 19808

**Agents for Service of Process for
LEGENDS HOSPITALITY MANAGEMENT
LLC**

**Agents for Service of Process for
LEGENDS HOSPITALITY PARENT
HOLDINGS LLC**

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


Diana Maytorena