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9 Calvin Murry

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 CALVIN MURRY, on his own behalf and
13 all similarly situated individuals,

14 Plaintiff,

15 v.

16 SP PLUS CORPORATION, and DOES 1 to
17 10,

18 Defendants.

NO. 2:24-cv-00033-SB-AJR
CLASS ACTION

FIRST AMENDED COMPLAINT

1. Minimum Wage Violations
2. Overtime Violations
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Penalties
6. Waiting Time Penalties
7. Violation of the Unfair
Competition Law
8. PAGA Penalties

19 PRELIMINARY ALLEGATIONS

- 20 1. Defendants maintain there is CAFA jurisdiction under 28 USC § 1332(d).
21 2. Plaintiff Calvin Murry is a resident of Los Angeles County.
22 3. Defendant SP Plus Corporation is a Delaware corporation that is
headquartered in Illinois and is authorized to do business in California.
23 4. Plaintiff does not know the true names and capacities of Does 1 to 10 and
24 therefore use fictitious names. Plaintiff will amend the complaint pursuant to Fed. R.
25 Civ. P. 15 to allege the true names and capacities when ascertained.
26 5. The named and Doe defendants are collectively referred to as Defendants.
27 6. Plaintiff is informed and believes that each of the Defendants was the agent or
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1 employee of the other defendants and acted in the scope of agency or employment.

2 7. Defendants provide event logistics and parking management services.

3 8. Plaintiff's work for Defendants took place at Sofi Stadium in Inglewood,
4 therefore venue is proper in the Central District.

5 9. Plaintiff's duties included helping the flow of traffic and parking for events at
6 the stadium.

7 10. Defendants employed Plaintiff and the class members as nonexempt workers;
8 Plaintiff worked performing event services and parking management.

9 11. Plaintiff worked for Defendants from September 2022 to July 2023.

10 12. Defendants were joint employers of the class members since all Defendants
11 exercise control over the class members' working conditions.

12 13. Plaintiff and the class members were not exempt since they did not
13 customarily and regularly exercise discretion and independent judgment.

14 14. Throughout Plaintiff's and the class members' employment, they did not
15 receive compliant meal and rest periods since they were interrupted and had to
16 remain on premises.

17 15. Further, Plaintiff and the class members were not paid for work performed off
18 the clock since they had to go through unpaid security checkpoints.

19 16. On November 26, 2023 Plaintiff sent a PAGA letter to SP Plus Corporation
20 and uploaded the letter to the LWDA website. Since it has been more than 65 days,
21 Plaintiff may now request PAGA penalties.

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23 CLASS ACTION ALLEGATIONS

24 17. The class is defined as the following: "All non-exempt employees who worked
25 for Defendants in California as from four years prior to filing the case to the date of
26 certification or judgment, whichever is earlier."

27 18. The approximate size of the proposed class is approximately 6,500.

28 19. There is a well-defined community of interest, and the proposed class is

ascertainable from Defendants' employment records. Further, the following apply to show the viability of a class action pursuant to Fed. R. Civ. Pro. 23:

- a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable.
 - b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants' systematic course of conduct with respect to violating the Labor Code and IWC Wage Order.
 - c. Typicality: The claims are typical of the claims of the class. Plaintiff was subjected to the same violations and seeks the same types of damages, restitution, and other relief on the same as those of the members of the class.
 - d. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the class. Plaintiff understands the obligations as a class representative and is willing and able to fulfill them. Plaintiff's counsel is competent and experienced in litigating large employment class actions and complex litigation matters, including wage and hour cases like this.
 - e. Superiority of Class Action: A class action is superior to other available means for efficient adjudication. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.
20. There are common questions of law and fact including but not limited to:
- f. Whether Defendants did not pay overtime at the correct regular rate in violation of Labor code sections 510 and 1194;
 - g. Whether Defendants violated Labor Code sections 510 and 1194 for not paying at least the minimum wage for work off the clock;
 - h. Whether Defendants violated Labor Code section 512 and the applicable Wage Order by not providing meal breaks;

- 1 i. Whether Defendants violated the applicable Wage Order for not providing
- 2 rest breaks;
- 3 j. Whether Defendants violated Labor Code section 226 by providing
- 4 inaccurate wage statements;
- 5 k. Whether Defendants violated Labor Code section 226.7 by not paying
- 6 premium pay for missed meal and rest breaks;
- 7 l. Whether waiting time penalties apply;
- 8 m. Whether Defendants engaged in unfair competition; and
- 9 n. The amount of damages, wages, and penalties owed.
- 10 21. The case is properly maintainable as a class action under Rule 23(b)(3).
- 11 22. The contemplated method of notice to the class members is by first class mail.

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13 FIRST CAUSE OF ACTION

14 Minimum Wage Violations

15 Against All Defendants

- 16 23. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.
- 17 24. Plaintiff and the class members were not paid for all hours worked.
- 18 25. Therefore Plaintiff and the class members are owed payment for unpaid wages
- 19 and interest.
- 20 26. Also, statutory attorney fees apply.

21
22 SECOND CAUSE OF ACTION

23 Overtime Violations

24 Against All Defendants

- 25 27. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.
- 26 28. Plaintiff and the class members were required to work over eight hours in a
- 27 day and/or 40 hours in a week without being compensated for all overtime in
- 28 violation of Labor Code 510.

1 29. Plaintiff and the class members should have received overtime at the correct
2 regular rate for the overtime work but were not paid overtime at the correct regular
3 rate of pay, since Defendants did not include earned bonuses in the regular rate.

4 30. The remedy for the overtime violations is payment of the unpaid overtime at
5 the correct regular rate of pay, plus interest and attorney fees, pursuant to Labor
6 Code section 1194.

7
8 THIRD CAUSE OF ACTION

9 Meal Period Violations

10 Against All Defendants

11 31. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.

12 32. Pursuant to the applicable Wage Order, every employer shall authorize and
13 permit employees to take meal periods of thirty minutes for every five hours worked.

14 33. Pursuant to Labor Code section 226.7(c) and IWC Wage Order 4, when the
15 employer does not provide an employee with the required meal period, the employer
16 shall pay the employee one hour of pay at the employee's regular rate of
17 compensation for each workday that a rest period is not provided.

18 34. Plaintiff and the class members were denied meal periods as meal periods
19 were either not provided or were on-duty.

20 35. Also, Plaintiff and the class members were denied the opportunity for any type
21 of second meal break after working more than 10 hours.

22 36. As a result of Defendants' meal period violations, Plaintiff and the class
23 members are entitled to premium pay which is one additional hour of compensation
24 for each missed break at the correct regular rate.

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1 FOURTH CAUSE OF ACTION

2 Rest Period Violations

3 Against All Defendants

4 37. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.

5 38. Pursuant to the applicable Wage Order every employer shall authorize and
6 permit employees to take rest periods of ten minutes for every four hours worked.

7 39. Pursuant to Labor Code section 226.7(c) and the applicable Wage Order, when
8 the employer does not provide an employee with the required rest period, the
9 employer shall pay the employee one hour of pay at the employee's regular rate of
10 compensation.

11 40. Plaintiff and the class members were denied rest periods as rest periods were
12 not provided or were on-duty.

13 41. As a result of Defendants' rest period violations, Plaintiff and the class
14 members are entitled to premium pay which is one additional hour of compensation
15 for each missed break at the correct regular rate.

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17 FIFTH CAUSE OF ACTION

18 Wage Statement Penalties

19 Against All Defendants

20 42. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.

21 43. Defendants' wage statements issued to Plaintiff and the class members
22 violated Labor Code section 226 since they intentionally did not list premium pay for
23 missed breaks at the regular rate and overtime at the correct regular rate.

24 44. As a result, Plaintiff and the class members are entitled to wage statement
25 penalties up to \$4,000 each and attorney fees.

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1 SIXTH CAUSE OF ACTION

2 Waiting Time Penalties

3 Against All Defendants

4 45. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.

5 46. Plaintiff and the class members who no longer work for Defendants were
6 willfully not paid wages still owed after they stopped working for Defendants.

7 47. In fact, Plaintiff still has not been paid for his last shift.

8 48. Therefore Plaintiff and the class members who no longer work for Defendants
9 are owed waiting time penalties under Labor Code section 203, which are 30 days of
10 wages for each class member.

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12 SEVENTH CAUSE OF ACTION

13 Violation of Unfair Competition Law

14 Against All Defendants

15 49. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.

16 50. The Unfair Competition Law prohibits unfair, unlawful, and fraudulent
17 business practices.

18 51. This claim is being brought under the unlawful prong of the UCL.

19 52. Defendants violated the Labor Code and IWC Wage Order by not paying all
20 wages due, including overtime and premium pay at the correct regular rate.

21 53. Plaintiff and the class members are entitled to restitution for the above.

22 54. Under Cal. Code Civ. P. § 1021.5, Plaintiff is entitled to attorney fees.

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24 EIGHTH CAUSE OF ACTION

25 PAGA Penalties

26 Against SP Plus Corporation

27 55. Plaintiff incorporates by reference paragraphs 1 to 22 of the complaint.

28 56. Under Labor Code section 2699(a), an aggrieved employee on behalf of

1 himself or herself and other current or former employees may pursue penalties for
2 violations of the Labor Code.

3 57. The PAGA allegations relate to the following: 1) unpaid off the clock work, 2)
4 overtime violations, 3) meal break violations, 4) rest break violations, 5) wage
5 statement violations, and 6) waiting time violations.

6 58. The PAGA penalties for the off the clock work are contained in Labor Code
7 1197.1.

8 59. The PAGA penalties for the overtime violations are in Labor Code 558.

9 60. The PAGA penalties for the meal break violations are in Labor Code 558.

10 61. The PAGA penalties for the rest break violations are in Labor Code 2699.

11 62. The PAGA penalties for the wage statement violations are in Labor Code
12 section 226.3.

13 63. The PAGA penalties for the waiting time penalty violations are contained in
14 Labor code 210 and 2699.

15 64. Further, Plaintiff is entitled to attorney fees under Labor Code section 2699(g).
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17 PRAYER

18 For All Causes of Action

19 1. That the court determine that this action may be maintained as a class action

20 2. That Plaintiffs serve as representatives of the class

21 3. That Counsel for Plaintiffs is appointed as class counsel
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23 First Cause of Action

24 1. Payment of all unpaid wages

25 2. Interest

26 3. Attorney fees

27 4. Other relief the court deems proper

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1 Second Cause of Action

2 1. Payment of overtime

3 2. Interest

4 3. Attorney fees

5 4. Other relief the court deems proper

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7 Third Cause of Action

8 1. Premium pay at the correct regular rate of pay plus interest

9 2. Other relief the court deems proper

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11 Fourth Cause of Action

12 1. Premium pay at the correct regular rate of pay plus interest

13 2. Other relief the court deems proper

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15 Fifth Cause of Action

16 1. Wage statement penalties

17 2. Attorney fees and costs

18 3. Other relief the court deems proper

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20 Sixth Cause of Action

21 1. Waiting time penalties

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23 Seventh Cause of Action

24 1. Restitution of unpaid wages and premium pay

25 2. Attorney fees

26 3. Other relief the court deems proper

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1 Eighth Cause of Action

2 1. All applicable PAGA penalties

3 2. Attorney fees and costs

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5 Date: January 31, 2024

FRONTIER LAW CENTER

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8 /s/ Adam Rose

Attorney for Plaintiff

9 Calvin Murry

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