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David W. Slayton,
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CHENIKA CARTER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HORIZON EVENT SOLUTIONS LLC; and
DOES 1 to 100,

Defendants.

Case No. **25STCV00165**

CLASS ACTION COMPLAINT

- 1. Failure to Provide Compliant Meal Breaks**
- 2. Failure to Provide Complaint Rest Breaks**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Wage Statement Violation**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition**
- 8. Private Attorneys General Act**

PARTIES

1. Plaintiff Chenika Carter ("Plaintiff") is a resident of Los Angeles County.
2. Defendant Horizon Event Solutions LLC ("Defendant") is a Nevada limited liability company that is authorized to transact business in California.
3. Plaintiff is unaware of the true names or capacities of the Doe Defendants and therefore uses fictitious names. Plaintiff will amend to insert the true names and capacities when the information is obtained. Plaintiff is informed and believes that each of the fictitiously named Doe Defendants

1 participated in some way in the wrongful acts and omissions alleged below. Defendant and Doe
2 Defendants are collectively referred to as “Defendants”.

3
4 **FACTUAL ALLEGATIONS**

5 4. At all times relevant, Plaintiff was Defendants’ employee.

6 5. Defendants failed to provide Plaintiff and the Class with compliant meal breaks because
7 breaks were often interrupted or completely missed to attend to work related tasks. Further, Plaintiff
8 and the Class were required to remain in a specific area during alleged meal breaks. Despite not
9 being provided with compliant meal breaks, Defendant did not pay premium pay for missed breaks
10 at the regular rate of pay.

11 6. Defendant failed to provide Plaintiff and the Class with compliant rest breaks because
12 Plaintiff and the Class were not provided with rest breaks. Despite not being provided with
13 compliant rest breaks, Defendant did not pay premium pay for missed breaks at the regular rate of
14 pay.

15 7. Defendants did not pay Plaintiff and the Class for all hours worked because Plaintiff and the
16 Class were instructed to walk towards, wait, and clock in and wait. Time spent at the designated
17 clock-in area was off the clock.

18 8. Defendants did not pay Plaintiff and the Class all overtime owed because Plaintiffs and the
19 Class usually worked more than 8 hours in a day and 40 hours in a week and thus any unpaid time
20 was necessarily overtime.

21 9. Defendants did not provide Plaintiff and the Class with accurate wage statements because
22 the wage statements issued to Plaintiff and the Class did not accurately list total wages owed and
23 hours worked.

24 10. Due to Defendants’ failure to pay all wages due to Plaintiff and the Class during their
25 employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff and
26 the Class’s employment as well. Therefore, Defendants are liable for waiting time penalties.

27 11. The applicable Wage Order provides that “all working employees shall be provided with
28 suitable seats when the nature of the work reasonably permits the use of seats.” It further states that

1 “when employees are not engaged in the active duties of their employment and the nature of the
2 work requires standing, an adequate number of suitable seats shall be placed in reasonable
3 proximity to the work area and employees shall be permitted to use such seats when it does not
4 interfere with the performance of their duties.”

5 12. Here, although Plaintiff, the Class, and the Aggrieved Employees could have performed
6 their job duties while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff,
7 the Class and the Aggrieved Employees should have been provided with seats for use while not
8 actively performing their work duties, but it was not provided.

9 10 **PAGA ALLEGATIONS**

11 13. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
12 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
13 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
14 action brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures outlined in Labor Code section 2699.3.

16 14. On October 29, 2024, Plaintiff provided written notice by online filing to the LWDA and by
17 certified mail to Defendants of the provisions of the Labor Code that were violated.

18 15. The 65-day notice period has elapsed since the October 29, 2024, notice, and the LWDA did
19 not provide Plaintiff with written notice that it intends to investigate the alleged violations. Thus,
20 Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

21 16. The Aggrieved Employees are defined as “All nonexempt, hourly employees, current and
22 former, who were employed by Defendants within one year prior to October 29, 2024, through final
23 disposition of this action.”

24 25 **CLASS ACTION ALLEGATIONS**

26 17. The Class Period is defined as “January 3, 2021, through the date of final disposition.”

27 18. The Class is defined as: “All current and former non-exempt employees of Defendants who
28 worked in California at any time during the Class Period.”

1 19. The Waiting Time Subclass is defined as “all former non-exempt employees of Defendants
2 who worked in California during the Class Period and who are no longer employed by Defendants.”

3 20. There is a well-defined community of interest, and the proposed class is ascertainable from
4 Defendants’ employment records.

- 5 a. Numerosity: The potential members of the class as defined are so numerous that
6 joinder of all class members is impracticable. Plaintiff is informed and believes that
7 Defendants have employed more than 100 people during the Class Period.
- 8 b. Commonality: This action involves common questions of law and fact because the
9 action focuses on Defendants’ systematic course of conduct with respect to violating
10 the Labor Code and IWC Wage Orders.
- 11 c. Typicality: Plaintiff’s claims are typical of the class. Plaintiff was subjected to the
12 same violations and seeks the same types of damages, restitution, and other relief on
13 the same theories and grounds.
- 14 d. Adequacy of Representation: Plaintiff will fairly and adequately represent and
15 protect the interests of all members of the class. Plaintiff understands the obligations
16 as a class representative and is willing and able to fulfill them faithfully. Class
17 counsel is competent and experienced in litigating large employment class actions
18 and other complex litigation matters, including wage and hour cases like this.
- 19 e. Superiority of Class Action: A class action is superior to other available means for
20 the fair and efficient adjudication of this controversy. Class action treatment will
21 allow similarly-situated persons to litigate their claims in a manner that is most
22 efficient and economical for the parties and the judicial system.
- 23 f. Public Policy Considerations: Employers violate employment laws every day.
24 Employees are often afraid to assert their rights out of fear of retaliation, and fearful
25 of bringing actions because they believe employers might damage their future
26 endeavors through negative references and/or other means. Class actions provide the
27 class members who are not named in the complaint with anonymity that allows for
28 vindication of rights while protecting their privacy.

21. There are common questions of law and fact as to the class that predominate over questions affecting only individuals, including but not limited to:

- a. Whether Class Members were paid for all hours worked;
- b. Whether Class Members were paid all minimum and overtime wages owed, including proper calculation of the regular rate of pay;
- c. Whether Class Members were provided with compliant meal breaks or premium pay;
- d. Whether Class Members were provided with compliant rest breaks or premium pay ;
- e. Whether Class Members were provided with complete and accurate wage statements;
- f. Whether Class Members are owed waiting time penalties;
- g. Whether Defendants engaged in unfair competition; and
- h. The amount of damages, wages, and penalties owed to Plaintiff and the Class.

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

Against All Defendants

22. Plaintiff incorporates by reference the above paragraphs.

23. Labor Code section 512 and the Wage Orders provide that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes or for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

24. An employer provides compliant meal breaks to its employees if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.)

25. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not impede or discourage its employees from taking compliant meal breaks.

26. Defendants did not provide compliant meal breaks.

1 27. For each day that Defendants failed to provide a compliant meal break, Defendants were
2 required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional
3 hour of pay at Plaintiff's regular rate of pay.

4 28. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
5 break was missed.

6 29. Plaintiff and the class are therefore entitled to recover premium pay for missed meal breaks,
7 interest, attorney fees, and costs.

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9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **Against All Defendants**

12 30. Plaintiff incorporates by reference the above paragraphs.

13 31. Labor Code section 226.7 and the Wage Orders require employers to authorize and permit
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
15 per four hours or major fraction thereof.

16 32. Furthermore, during rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time. (*Augustus v. ABM Sec. Servs., Inc.* (2016)
18 2 Cal. 5th 257, 269.).

19 33. Defendants failed to provide Plaintiff with compliant rest breaks.

20 34. For each day Defendants failed to provide Plaintiff with compliant rest breaks, Defendants
21 were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one
22 additional hour of pay at Plaintiff's regular rate of pay.

23 35. Defendants failed to pay premium pay at the regular rate of pay for each day a rest break
24 was missed.

25 36. Plaintiff and the class are therefore entitled to recover premium pay for missed rest breaks,
26 interest, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 **Against All Defendants**

4 37. Plaintiff incorporates by reference the above paragraphs.

5 38. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
6 employees minimum wages for all hours worked.

7 39. Defendants failed to pay Plaintiff for all hours worked.

8 40. Plaintiff and the class are therefore entitled to recover all unpaid wages, liquidated damages,
9 interest, attorney fees, and costs.

10
11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay All Overtime Owed**

13 **Against All Defendants**

14 41. Plaintiff incorporates by reference the paragraphs above.

15 42. Labor Code section 510 provides that “any work in excess of eight hours in one workday
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee.

19 43. Defendants did not pay all overtime wages owed.

20 44. Plaintiff and the class members are therefore entitled to recover all unpaid overtime wages,
21 interest, attorney fees, and costs.

22
23 **FIFTH CAUSE OF ACTION**

24 **Wage Statement Penalties**

25 **Against All Defendants**

26 45. Plaintiff incorporates by reference the above paragraphs.

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1 46. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants did not
3 provide accurate itemized wage statements in violation of Labor Code section 226(a).

4 47. Defendants knowingly and intentionally issued wage statements that were inaccurate and
5 incomplete, and caused injury to Plaintiff and the class members since they could not accurately
6 verify and/or calculate their wages.

7 48. Plaintiff and the class members are therefore entitled to the recovery of wage statement
8 penalties, attorney fees, and costs.

9
10 **SIXTH CAUSE OF ACTION**

11 **Waiting Time Penalties**

12 **Against All Defendants**

13 49. Plaintiff incorporates by reference the above paragraphs.

14 50. Labor Code sections 201 and 202 require that an employer provide an employee with all
15 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
16 employee's resignation.

17 51. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
18 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
19 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
20 thirty days.

21 52. Defendants willfully did not pay Plaintiff, and the waiting time subclass all wages owed at
22 the conclusion of employment.

23 53. Plaintiff and the waiting time subclass are therefore entitled to the recovery of waiting time
24 penalties.

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1 **SEVENTH CAUSE OF ACTION**

2 **Violation of the Unfair Competition Law**

3 **Against All Defendants**

4 54. Plaintiff incorporates by reference the above paragraphs.

5 55. The unlawful prong of the UCL applies.

6 56. Pursuant to Business and Professions Code 17203, Plaintiff and the class members are
7 entitled to restitution of all wrongfully withheld wages.

8 57. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.
9

10 **EIGHTH CAUSE OF ACTION**

11 **Private Attorneys General Act**

12 **Against All Defendants**

13 58. Plaintiff incorporates by reference the above paragraphs.

14 59. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
15 violations of the Labor Code.

16 60. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
17 provide compliant meal periods or compensation in lieu thereof, the penalties in Labor Code
18 sections 558 and 2699 apply.

19 61. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
20 compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699
21 apply.

22 62. With respect to violations of Labor Code sections 1194 and 1197 for Defendants' failure to
23 compensate for all minimum wages earned, the penalties in Labor Code sections 1197.1 and 2699
24 apply.

25 63. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
26 for all overtime wages earned, the penalties in Labor Code sections 558, and 2699 apply.

27 64. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
28 statements, the penalties in Labor Code sections 226.3 and 2699 apply.

65. With respect to violations of Labor Code section 203 for failure to pay all wages due to at the conclusion of employment, the penalties in Labor Code section 2699 apply.

66. With respect to violations of Labor Code section 1198 and the relevant wage order for failure to provide suitable seating, the penalties in Labor Code section 2699 apply.

67. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief enjoining Defendants from continuing to violate the Labor Code.

68. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(k).

PRAYER FOR RELIEF

First Cause of Action

1. Premium pay
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Second Cause of Action

1. Premium pay
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Third Cause of Action

1. Payment of minimum wages
2. Liquidated damages
3. Interest
4. Attorneys' fees
5. Costs

1 6. Other relief the court deems proper

2 Fourth Cause of Action

3 1. Payment of overtime

4 2. Interest

5 3. Attorneys' fees

6 4. Costs

7 5. Other relief the court deems proper

8 Fifth Cause of Action

9 1. Wage statement penalties

10 2. Attorneys' fees

11 3. Costs

12 4. Other relief the court deems proper

13 Sixth Cause of Action

14 1. Waiting time penalties

15 2. Attorneys' fees

16 3. Costs

17 4. Other relief the court deems proper

18 Seventh Cause of Action

19 1. Restitution of all wrongfully withheld wages

20 2. Attorneys' fees

21 3. Costs

22 4. Other relief the court deems proper

23 Eighth Cause of Action

24 1. All applicable PAGA penalties

25 2. Attorneys' fees

26 3. Costs

27 4. Other relief the court deems proper

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1 Date: January 3, 2025

FRONTIER LAW CENTER

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/s/ Adam Rose
Attorney for Plaintiff
Chenika Carter

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