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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 MAYRA JONES, individually, and on
12 behalf of other members of the general
13 public similarly situated and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

14 Plaintiff,

15 vs.

16 LA LIVE THEATRE, LLC, a Delaware
17 limited liability company; L.A. ARENA
COMPANY, LLC, a Delaware limited
18 liability company; ANSCHUTZ
ENTERTAINMENT GROUP, INC., a
19 Colorado corporation; and DOES 1 through
10, inclusive,

20 Defendants.

Case No.: BC687908

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code § 226.7 and 1198 (Failure to Provide Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and

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(10) Violation of California Business &
Professions Code §§ 17200, *et seq.*
(Unlawful Business Practices); and

Jury Trial Demanded

1 Plaintiff Mayra Jones (“Plaintiff”), individually, and on behalf of all other members of
2 the public similarly situated, and as an aggrieved employee and on behalf of all other
3 aggrieved employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action and state enforcement action is brought pursuant to California
6 Code of Civil Procedure section 382 and California Labor Code sections 2698, *et seq.*
7 (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the
8 State of California, and other current and former employees who worked for Defendants in
9 California as non-exempt, hourly-paid employees and received at least one wage statement
10 and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of
11 the Labor Code or any provision regulating hours and days of work in the applicable Industrial
12 Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint.
13 The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal
14 jurisdiction limits of the Superior Court and will be established according to proof at trial.
15 This Court has jurisdiction over this action pursuant to the California Constitution, Article VI,
16 section 10. The statutes under which this action is brought do not specify any other basis for
17 jurisdiction. Plaintiff’s share of damages, penalties and other relief sought in this action does
18 not exceed \$75,000.

19 2. This Court has jurisdiction over all Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice.

24 3. Venue is proper in this Court, because Defendants employ persons in this
25 county, employed Plaintiff in this county, and thus a substantial portion of the transactions and
26 occurrences related to this action occurred in this county. Cal. Civ. Proc. Code § 395.
27 Further, Defendants maintain their company headquarters in Los Angeles, California, County
28 of Los Angeles, and have filed a statement with the California Secretary of State designating

1 their principal place of business at 800 W. Olympic Blvd. Suite 305, Los Angeles, California,
2 County of Los Angeles, in accordance with California Corporations Code section 2105(a)(3).

3 THE PARTIES

4 4. Plaintiff MAYRA JONES is a resident of San Diego County, California.
5 Defendants employed Plaintiff MAYRA JONES as an hourly-paid, non-exempt Security
6 Officer from approximately January 2009 to August 2017. Plaintiff worked for Defendants at
7 the Staples Center in Los Angeles and at the Microsoft Theater, also in Los Angeles. During
8 her employment, Plaintiff's schedule varied, with her scheduled shifts ranging from 4-14
9 hours per day in length. Plaintiff typically worked three (3) to four (4) days per week and
10 approximately 15 or more hours per week. Plaintiff's job duties as a Security Officer
11 included, without limitation, investigating incidents, patrolling the facility grounds and
12 buildings, ensuring safety of staff and guests during events, providing general customer
13 service, and attending to safety violations.

14 5. Defendant LA LIVE THEATRE, LLC was and is, upon information and belief,
15 a Delaware limited liability company doing business in California, with its principal place of
16 business in Los Angeles, California, and at all times hereinafter mentioned, an employer
17 whose employees are engaged throughout this county, the State of California, or the various
18 states of the United States of America.

19 6. Defendant L.A. ARENA COMPANY, LLC was and is, upon information and
20 belief, a Delaware limited liability company doing business in California, with its principal
21 place of business in Los Angeles, California, and at all times hereinafter mentioned, an
22 employer whose employees are engaged throughout this county, the State of California, or the
23 various states of the United States of America.

24 7. Defendant ANSCHUTZ ENTERTAINMENT GROUP, INC. was and is, upon
25 information and belief, a Colorado corporation doing business in California, with its principal
26 place of business in Los Angeles, California, and at all times hereinafter mentioned, an
27 employer whose employees are engaged throughout this county, the State of California, or the
28 various states of the United States of America.

1 8. Plaintiff is unaware of the true names or capacities of the Defendants sued
2 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
3 amend the complaint and serve such fictitiously named Defendants once their names and
4 capacities become known.

5 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
6 are the partners, agents, owners, shareholders, managers, or employees of LA LIVE
7 THEATRE, LLC; L.A. ARENA COMPANY, LLC; and ANSCHUTZ ENTERTAINMENT
8 GROUP, INC. at all relevant times.

9 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein was performed by, or is attributable to, LA LIVE
11 THEATRE, LLC; L.A. ARENA COMPANY, LLC; ANSCHUTZ ENTERTAINMENT
12 GROUP, INC.; and/or DOES 1 through 10 (collectively “Defendants” or “AEG”), each acting
13 as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of
14 the other co-Defendants and was acting within the course and scope of such agency,
15 employment, joint venture, or concerted activity with legal authority to act on the others’
16 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
17 policy of Defendants.

18 11. At all relevant times, Defendants, and each of them, ratified each and every act
19 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all the other Defendants in proximately causing
21 the damages herein alleged.

22 12. Plaintiff is informed and believes, and thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 13. Under California law, Defendants are jointly and severally liable as employers
26 for the violations alleged herein because they have each exercised sufficient control over the
27 wages, hours, working conditions, and employment status of Plaintiff and class members.
28 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and

1 controlled their work schedule and/or conditions of employment, determined their rate of pay,
2 and maintained their employment records. Defendants suffered or permitted Plaintiff and
3 class members to work and/or “engaged” Plaintiff and class members so as to create a
4 common law employment relationship. As joint employers of Plaintiff and class members,
5 Defendants are jointly and severally liable for the civil penalties and all other relief available
6 to Plaintiff and class members under the law.

7 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
8 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
9 members because Defendants have:

- 10 a) jointly exercised meaningful control over the work performed by Plaintiff
11 and class members;
- 12 b) jointly exercised meaningful control over Plaintiff and class members’
13 wages, hours, and working conditions, including the quantity, quality
14 standards, speed, scheduling, and operative details of the tasks performed
15 by Plaintiff and class members;
- 16 c) jointly required that Plaintiff and class members perform work which is an
17 integral part of Defendants’ businesses; and
- 18 d) jointly exercised control over Plaintiff and class members as a matter of
19 economic reality in that Plaintiff and class members were dependent on
20 Defendants, who shared the power to set the wages of Plaintiff and class
21 members and determine their working conditions, and who jointly reaped
22 the benefits from the underpayment of their wages and noncompliance
23 with other statutory provisions governing their employment.

24 15. Plaintiff is informed and believes, and further alleges, that at all relevant times
25 there has existed a unity of interest and ownership between Defendants such that any
26 individuality and separateness between the entities has ceased.

27 16. LA LIVE THEATRE, LLC; L.A. ARENA COMPANY, LLC; ANSCHUTZ
28 ENTERTAINMENT GROUP, INC.; and DOES 1-10 are therefore alter egos of each other.

1 17. Adherence to the fiction of the separate existence of Defendants would permit
2 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
3 from liability for the wrongful acts committed by it under the name AEG.

4 18. Plaintiff further alleges, upon information and belief, that Defendants are alter
5 egos of each other for the additional following reasons:

- 6 (a) On information and belief, LA LIVE THEATRE, LLC; L.A. ARENA
7 COMPANY, LLC; and ANSCHUTZ ENTERTAINMENT GROUP,
8 INC. share the same officers and directors, including, but not limited to,
9 John Keenan, who serves as the Assistant Secretary to all three entities;
- 10 (b) LA LIVE THEATRE, LLC; L.A. ARENA COMPANY, LLC; and
11 ANSCHUTZ ENTERTAINMENT GROUP, INC. operate and manage
12 sports teams’ facilities and present sports and live music/entertainment
13 events under the name “AEG”;
- 14 (c) On information and belief, LA LIVE THEATRE, LLC; L.A. ARENA
15 COMPANY, LLC; and ANSCHUTZ ENTERTAINMENT GROUP,
16 INC. share the same agent for service of process, “C T
17 CORPORATION SYSTEM”;
- 18 (d) LA LIVE THEATRE, LLC; L.A. ARENA COMPANY, LLC; and
19 ANSCHUTZ ENTERTAINMENT GROUP, INC. utilize the same
20 standardized employment forms and issue the same meal and rest period
21 policies; and
- 22 (e) On information and belief, LA LIVE THEATRE, LLC; L.A. ARENA
23 COMPANY, LLC; and ANSCHUTZ ENTERTAINMENT GROUP,
24 INC. share the same principal place of business address of 800 W.
25 Olympic Blvd. Suite 305, Los Angeles, CA 90017.

26 **CLASS ACTION ALLEGATIONS**

27 19. Plaintiff brings this action on her own behalf, as well as on behalf of each and
28 all other persons similarly situated, and thus seeks class certification under California Code of

1 Civil Procedure section 382.

2 20. All claims alleged herein arise under California law for which Plaintiff seeks
3 relief authorized by California law.

4 21. Plaintiff's proposed class consists of and is defined as follows:

5 All persons who worked for Defendants as nonexempt, hourly-
6 paid employees in California at Staples Center, Microsoft
7 Theatre (formerly Nokia Theatre), and/or Home Depot Center,
within four years prior to the filing of this complaint until the
date of trial ("Class").

8 22. Plaintiff's proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants as nonexempt, hourly-
10 paid employees in California at Staples Center, Microsoft
11 Theatre (formerly Nokia Theatre), and/or Home Depot Center,
within one year prior to the filing of this complaint until the date
of trial ("Wage Statement Subclass").

12 23. Members of the Class and Subclass are referred to herein as "class members."

13 24. Plaintiff reserves the right to redefine the Class and to add additional subclasses
14 as appropriate based on further investigation, discovery, and specific theories of liability.

15 25. There are common questions of law and fact as to class members that
16 predominate over questions affecting only individual members, including, but not limited to:

- 17 (a) Whether Defendants required Plaintiff and class members to work over
18 eight (8) hours per day, over twelve (12) hours per day, or over forty
19 (40) hours per week and failed to pay all legally required overtime
20 compensation to Plaintiff and class members;
- 21 (b) Whether Defendants failed to pay Plaintiff and class members at least
22 minimum wages for all hours worked;
- 23 (c) Whether Defendants failed to provide Plaintiff and class members with
24 meal periods;
- 25 (d) Whether Defendants failed to provide Plaintiff and class members with
26 rest periods;
- 27 (e) Whether Defendants provided Plaintiff and class members with
28 complete and accurate wage statements as required by California Labor

1 Code section 226(a);

- 2 (f) Whether Defendants failed to pay earned overtime wages, minimum
3 wages, and meal and rest period premiums due to Plaintiff and class
4 members upon their discharge;
- 5 (g) Whether Defendants failed timely to pay overtime wages, minimum
6 wages, and meal and rest period premiums to Plaintiff and class
7 members during their employment;
- 8 (h) Whether Defendants failed to provide Plaintiff and class members with
9 written notice on wage statements listing requisite sick pay information
10 set forth in Labor Code section 246(i);
- 11 (i) Whether Defendants failed to pay Plaintiff and class members for the
12 costs of mandatory drug testing;
- 13 (j) Whether Defendants reimbursed Plaintiff and class members for
14 business-related expenses they incurred as a result of their employment;
- 15 (k) Whether Defendants failed to provide written notice of information
16 material to Plaintiff and class members' employment with Defendants;
- 17 (l) Whether Defendants engaged in unlawful and unfair business practices
18 in violation of California Business & Professions Code sections 17200,
19 *et seq.*; and
- 20 (m) The appropriate amount of damages, restitution, or monetary penalties
21 resulting from Defendants' violations of California law.

22 26. There is a well-defined community of interest in the litigation and the class
23 members are readily ascertainable:

- 24 (a) Numerosity: The class members are so numerous that joinder of all
25 members would be unfeasible and impractical. The membership of the
26 entire class is unknown to Plaintiff at this time; however, the class is
27 estimated to be greater than one hundred (100) individuals and the
28 identity of such membership is readily ascertainable by inspection of

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Defendants' employment records.

- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- (e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class

1 actions provide the class members who are not named in the complaint
2 with a type of anonymity that allows for the vindication of their rights
3 while simultaneously protecting their privacy.

4 **GENERAL ALLEGATIONS**

5 27. Defendants are a group of entities and one of the leading sports and
6 entertainment presenters in the world. AEG operates out of multiple locations throughout the
7 United States, including California, managing sports teams and facilities and presenting sports
8 and live music/entertainment events.¹ Upon information and belief, Defendants maintain a
9 single, centralized Human Resources department at their company headquarters in Los
10 Angeles, California, which is responsible for conducting Defendants' recruiting and hiring of
11 new employees, as well as communicating and implementing Defendants' company-wide
12 policies to employees throughout California.

13 28. In particular, Plaintiff and class members, on information and belief, received
14 the same standardized documents and/or written policies. Upon information and belief, the
15 usage of standardized documents and/or written policies indicate that Defendants dictated
16 policies at the corporate level and implemented them company-wide, regardless of their
17 employees' assigned locations or positions. Upon information and belief, Defendants set forth
18 uniform policies and procedures in several documents provided at an employee's time of hire,
19 including, but not limited to Confidentiality Agreement, Meal and Rest Period Rules, Meal
20 Break Waiver, Harassment Policy, and Media Relations policy.

21 29. On information and belief, all transactions regarding hiring, terminations,
22 promotions, pay increases, and employee transfers, etc., relating to Defendants' California
23 employees were submitted to and processed by Defendants' HR department in Los Angeles,
24 California. Additionally, on information and belief, Defendants' corporate records, business
25 records, data, and other information related to AEG, including, in particular, HR records
26 pertaining to Defendants' California employees, are also maintained at AEG's corporate

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28 ¹ AEG Worldwide, "Regional Offices,"
<http://www.aegworldwide.com/about/companyoverview/companyoverview> (last visited
December 6, 2017).

1 headquarters in Los Angeles, California.

2 30. Upon information and belief, Defendants maintain a centralized Payroll
3 department at their corporate headquarters in Los Angeles, California, which processes payroll
4 for all non-exempt, hourly-paid employees working for Defendants in California, including
5 Plaintiff and class members. Based upon information and belief, Defendants issue the same
6 formatted wage statements to all non-exempt, hourly-paid employees in California,
7 irrespective of their work location. Upon information and belief, Defendants process payroll
8 for departing employees in the same manner throughout the State of California, regardless of
9 the manner in which each employee's employment ends.

10 31. Defendants continue to employ non-exempt or hourly-paid employees
11 throughout California.

12 32. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
14 and advisors knowledgeable about California labor and wage law, employment and personnel
15 practices, and about the requirements of California law.

16 33. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
17 members were not paid for all hours worked because all hours worked were not recorded.

18 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to receive certain wages for
20 overtime compensation and that they were not receiving certain wages for overtime
21 compensation.

22 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive at least minimum
24 wages for compensation and that they were not receiving at least minimum wages for work
25 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
26 and class members were not paid at least minimum wages for work done off-the-clock.

27 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to meal periods in

1 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular
2 rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal
3 periods and that Plaintiff and class members were not provided with all meal periods or
4 payment of one (1) additional hour of pay at their regular rates of pay when they did not
5 receive a timely, uninterrupted, thirty (30) minute meal period.

6 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to rest periods in
8 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1)
9 additional hour of pay at their regular rates of pay when they were not provided with a
10 compliant rest period and that Plaintiff and class members were not provided compliant rest
11 periods or payment of one (1) additional hour of pay at their regular rates of pay when they
12 were not provided a compliant rest period.

13 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive complete and
15 accurate wage statements in accordance with California law. In violation of the California
16 Labor Code, Plaintiff and class members were not provided complete and accurate wage
17 statements.

18 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that they had a duty to maintain accurate and complete payroll records in
20 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
21 and intentionally failed to do so.

22 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to timely payment of all
24 wages earned upon termination of employment. In violation of the California Labor Code,
25 Plaintiff and class members did not receive payment of all wages due, including, but not
26 limited to, overtime wages, minimum wages, and meal and rest period premiums, within
27 permissible time periods.

28 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to timely payment of wages
2 during their employment. In violation of the California Labor Code, Plaintiff and class
3 members did not receive payment of all wages, including, but not limited to, overtime wages,
4 minimum wages, and meal and rest period premiums, within permissible time periods.

5 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to written notice of paid
7 sick leave or paid time off available. In violation of the California Labor Code, Defendants
8 did not provide Plaintiff and class members with written notice of paid sick leave or paid time
9 off available, within permissible time periods.

10 43. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, that Defendants knew or should have known that they had a duty to cover the costs
12 and expenses Plaintiff and class members incurred obtaining mandatory examinations and/or
13 drug tests, but willfully, knowingly, and intentionally failed to do so.

14 44. Plaintiff is informed and believes, and thereon alleges that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive reimbursement
16 for all business-related expenses and costs they incurred during the course and scope of their
17 employment, and that they did not receive reimbursement of applicable business-related
18 expenses and costs they incurred.

19 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff
21 and class members with written notice of the material terms of their employment with
22 Defendants as required by the California Wage Theft Prevention Act, but willfully,
23 knowingly, and intentionally failed to do so.

24 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew or should have known that they had a duty to compensate
26 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
27 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
28 falsely represented to Plaintiff and class members that they were properly denied wages, all in

1 order to increase Defendants' profits.

2 47. At all times herein set forth, PAGA provides that any provision of law under
3 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
4 assessed and collected by the LWDA for violations of the California Labor Code and
5 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
6 civil action brought on behalf of themselves and other current or former employees pursuant
7 to procedures outlined in California Labor Code section 2699.3.

8 48. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
9 person who was employed by the alleged violator and against whom one or more of the
10 alleged violations was committed."

11 49. Plaintiff and other current and former employees of Defendants are "aggrieved
12 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
13 or former employees and one or more of the alleged violations were committed against them.

14 50. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
15 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
16 following requirements have been met:

- 17 (a) The aggrieved employee or representative shall give written notice by
18 online filing with the LWDA and by certified mail to the employer of
19 the specific provisions of the California Labor Code alleged to have
20 been violated, including the facts and theories to support the alleged
21 violation.
- 22 (b) An aggrieved employee's notice filed with the LWDA pursuant to
23 2699.3(a) and any employer response to that notice shall be
24 accompanied by a filing fee of seventy-five dollars (\$75).
- 25 (c) The LWDA shall notify the employer and the aggrieved employee or
26 representative by certified mail that it does not intend to investigate the
27 alleged violation ("LWDA's Notice") within sixty (60) calendar days of
28 the postmark date of the aggrieved employee's notice. Upon receipt of

1 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
2 (65) calendar days of the postmark date of the aggrieved employee's
3 notice, the aggrieved employee may commence a civil action pursuant
4 to California Labor Code section 2699 to recover civil penalties.

5 51. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
6 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
7 provision other than those listed in Section 2699.5 after the following requirements have been
8 met:

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing with the LWDA and by certified mail to the employer of
11 the specific provisions of the California Labor Code alleged to have
12 been violated (other than those listed in Section 2699.5), including the
13 facts and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice sent by the aggrieved
19 employee or representative. The employer shall give written notice
20 within that period of time by certified mail to the aggrieved employee or
21 representative and by online filing with the LWDA if the alleged
22 violation is cured, including a description of actions taken, and no civil
23 action pursuant to Section 2699 may commence. If the alleged violation
24 is not cured within the 33-day period, the aggrieved employee may
25 commence a civil action pursuant to Section 2699.

26 52. On December 12, 2017, Plaintiff provided written notice by online filing to the
27 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
28 Code alleged to have been violated, including facts and theories to support the alleged

1 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
2 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
3 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
4 Plaintiff PAGA Case Number LWDA-CM- 387876-17. A true and correct copy of Plaintiff's
5 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

6 53. As of the filing date of this complaint, over 65 days have passed since Plaintiff
7 sent the notice described above to the LWDA, and the LWDA has not responded that it
8 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

9 54. Thus, Plaintiff has satisfied the administrative prerequisites under California
10 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
11 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226, 226.7, 246, 510,
12 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5.

13 55. Defendants, at all times relevant to this complaint, were employers or persons
14 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
15 rights by violating various sections of the California Labor Code as set forth above.

16 56. As set forth below, Defendants have violated numerous provisions of both the
17 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
18 Order.

19 Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
20 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney
21 general, seeks assessment and collection of civil penalties for herself, all other aggrieved
22 employees, and the State of California against Defendants for violations of California Labor
23 Code sections 201, 202, 203, 204, 222.5, 226, 226.7, 246, 510, 512(a), 551, 552, 1174(d),
24 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5.

25 **FIRST CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

27 **(Against all Defendants)**

28 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 58. California Labor Code section 1198 makes it illegal to employ an employee
3 under conditions of labor that are prohibited by the applicable wage order. California Labor
4 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
5 shall be the . . . standard conditions of labor for employees. The employment of any employee
6 . . . under conditions of labor prohibited by the order is unlawful.”

7 59. California Labor Code section 1198 and the applicable IWC Wage Order
8 provide that it is unlawful to employ persons without compensating them at a rate of pay
9 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
10 number of hours worked by the person on a daily or weekly basis. An employee’s regular rate
11 of pay includes all remuneration for employment paid to, or on behalf of, the employee,
12 including non-discretionary bonuses and/or incentive pay.

13 60. Specifically, the applicable IWC Wage Order provides that Defendants are and
14 were required to pay Plaintiff and class members working more than eight (8) hours in a day
15 or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all
16 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
17 workweek.

18 61. The applicable IWC Wage Order further provides that Defendants are and were
19 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
20 overtime compensation at a rate of two (2) times their regular rate of pay, and required to pay
21 Plaintiff and class members at a rate of two (2) times their regular rate of pay for hours
22 worked in excess of eight (8) hours on the seventh (7th) consecutive day of a work in a
23 workweek.

24 62. California Labor Code section 510 codifies the right to overtime compensation
25 at one-and-one-half times the regular rate of pay for hours worked in excess of eight (8) hours
26 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
27 of work, and to overtime compensation at twice the employee’s regular rate of pay for hours
28 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the

1 seventh (7th) day of work.

2 63. During the relevant time period, Defendants willfully failed to pay all overtime
3 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
4 class members were not paid overtime premiums for all of the hours they worked in excess of
5 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
6 hours in a week, because all hours worked were not recorded.

7 64. First, during the relevant time period, Defendants designated entrances through
8 which employees must pass through security checks upon entry. Before clocking in for their
9 shifts, Plaintiff and class members were required to go through Defendants' mandatory
10 security at arena and theater entrances. All of Defendants' employees are required to undergo
11 security checks regardless of whether they report to work carrying a purse, bag or other
12 personal belongings. Plaintiff was regularly required to spend approximately 3-5 minutes
13 waiting for other employees to pass through the security check and then undergo the security
14 check herself before she was able to clock in for her shift. At times, Plaintiff and class
15 members had to wait longer to get through the security check process. As an example,
16 Plaintiff sometimes waited up to 10 minutes to undergo Defendants' mandatory security
17 checks. Although Defendants required that Plaintiff and class members pass through security
18 upon entry, Defendants did not compensate them for the time it took them to pass through
19 those security checkpoints.

20 65. Second, Defendants, on a company-wide basis, discouraged and impeded
21 Plaintiff and class members from recording hours worked past their scheduled shift end time.
22 For example, Defendants' management instructed Plaintiff and class members to clock out at
23 their scheduled shift end time, regardless of whether they were still waiting in line to return
24 radios or had to perform their duties past their scheduled end shift time. When Plaintiff and
25 class members received calls to their radios at the end of the day while in line to return their
26 company-issued radios, coats and ties, Defendants expected them to respond to the call and
27 address the matter, but still clock out at their scheduled shift end time. As a result, Plaintiff
28 and class members were required to and did respond to calls to their radios that caused them to

1 work anywhere between 5-10 minutes and up to 30 minutes past their scheduled shift end
2 time. Defendants would not permit Plaintiff and class members to stay clocked in so that this
3 time could be recorded. And, Defendants did not permit Plaintiff and class members to edit
4 their time entries so that they could be compensated for this time. Instead, Defendants
5 insisted that Plaintiff and class members clock out at their scheduled shift end time and
6 continue to work while off-the-clock.

7 Third, Defendants had a practice and/or policy of requiring Plaintiff and class members
8 to report for briefing fully dressed in their uniform, with their call sign and radio in hand by
9 their scheduled start time. Even though Plaintiff and class members clock in prior to
10 obtaining their radios and obtaining coats and ties from the uniform room, Defendants'
11 company-wide practice and/or policy treated this as a "grace period" and only paid employees
12 from their scheduled shift start time. As a result of this practice, Plaintiff and class members
13 were expected to and did report to work and perform duties prior to their scheduled shift start
14 time and were not compensated for this time.

15 66. Fourth, Defendants required that Plaintiff and class members respond to radio
16 calls at all times, including during unpaid meal periods, upon the threat of discipline or written
17 or verbal warnings. For this reason, Plaintiff and class members were interrupted during
18 unpaid meal periods and required to respond to incidents.

19 67. Defendants knew or should have known that as a result of its mandatory
20 security checks, requirement that employees respond to radio calls at all times, and
21 timekeeping policies, Plaintiff and class members were performing some of their assigned
22 duties during their meal periods and/or off-the-clock, and thereby were suffered or permitted
23 to perform work for which they were not paid. Defendants also knew, or should have known,
24 that it did not compensate Plaintiff and class members for this off-the-clock work. Because
25 Plaintiff and class members sometimes worked shifts of eight (8) hours a day or more or forty
26 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
27 pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the
28 overtime hours they actually worked.

1 employees always clock out at their scheduled end shift time regardless of whether they were
2 still working further contributed to a culture and systemic practice of employees being forced
3 to work off-the-clock. And, as stated, Defendants' company-wide practice and/or policy of
4 requiring Plaintiff and class members to obtain equipment and uniform items prior to their
5 scheduled start time and not paying them for this time resulted in Plaintiff and class members
6 being forced to perform work without compensation.

7 73. Defendants also had a company-wide policy requiring that all employees travel
8 to a medical clinic or facility on their own time and using their own personal vehicles to
9 undergo drug testing as a condition of employment. However, Defendants did not compensate
10 Plaintiff and class members for this time.

11 74. Thus, Defendants did not pay at least minimum wages for off-the-clock hours
12 that qualified for overtime premium payment. Also, to the extent that these off-the-clock
13 hours did not qualify for overtime premium payment, Defendants did not pay at least
14 minimum wages for those hours worked off-the-clock in violation of California Labor Code
15 sections 1182.12, 1194, 1197, 1197.1, and 1198.

16 75. Defendants' failure to pay Plaintiff and class members minimum wages violates
17 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
18 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover
19 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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23 **THIRD CAUSE OF ACTION**

24 **Violations of California Labor Code, §§ 226.7, 512(a), and 1198—Meal Period Violations**
25 **(Against all Defendants)**

26 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 77. At all relevant times herein set forth, the applicable IWC Wage Order(s) and

1 California Labor Code sections 226.7, 512(a) and 1198 were applicable to Plaintiff and class
2 members' employment by Defendants.

3 78. At all relevant times herein set forth, California Labor Code section 512(a)
4 provides that an employer may not require, cause, or permit an employee to work for a period
5 of more than five (5) hours per day without providing the employee with a meal period of not
6 less than thirty (30) minutes, except that if the total work period per day of the employee is
7 not more than six (6) hours, the meal period may be waived by mutual consent of both the
8 employer and the employee. Under California law, first meal periods must start after no more
9 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
10 2012).

11 79. At all relevant times herein set forth, California Labor Code section 226.7 and
12 512(a) provide that no employer shall require an employee to work during any meal period
13 mandated by an applicable order of the IWC.

14 80. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
15 the applicable IWC Wage Order also require employers to provide a second meal break of not
16 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
17 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
18 hours worked is no more than twelve (12) hours, the second meal period may be waived by
19 mutual consent of the employer and the employee only if the first meal period was not waived.

20 81. During the relevant time period, Defendants implemented a number of
21 company-wide policies and/or practices that resulted in a systemic failure to provide Plaintiff
22 and class members with meal periods as required under California law. First, Defendants'
23 company-wide requirement that employees respond to radio calls at all times, upon threat of
24 discipline or written or verbal warnings, prevented Plaintiff and class members from taking all
25 uninterrupted 30-minute meal periods to which they were entitled. For example, Plaintiff was
26 required to respond to radio calls during her unpaid meal periods.

27 82. Second, Defendants implemented a practice and/or policy of recording that
28 Plaintiff and class members took timely and full 30-minute meal periods on a daily basis,

1 regardless of whether that was the case. These allegedly “fully compliant” meal periods are
2 recorded by Defendants in advance, even when Plaintiff and class members had their meal
3 breaks shortened or interrupted by radio calls. As a result, 30-minute meal periods were
4 deducted from Plaintiff’s and class members’ time records for hours they actually spent
5 working.

6 83. Third, Defendants did not provide Plaintiff and class members with timely meal
7 periods. For example, Plaintiff was not permitted to take her 30-minute meal period until six
8 (6) or seven (7) hours into her shift.

9 84. Fourth, Defendants implemented a company-wide policy of requiring all
10 employees, including Plaintiff and class members, to sign blanket Meal Period Waivers.
11 Defendants then took the position that employees working six (6) hour shifts have waived
12 their rights to take a 30-minute meal period on these particular shift, for the entirety of their
13 employment. Defendants similarly took the position that employees working in excess of 10
14 hours per day but no more than 12 waived their right to a second 30-minute meal period, for
15 the entirety of their employment. Defendants only permitted Plaintiff and class members to
16 revoke the waiver by providing one day’s advance written notice. Defendants’ imposition of
17 the burden on employees to revoke the Meal Period Waiver in writing and one day in advance
18 of their shift discouraged and prevented Plaintiff and class members from taking meal periods.
19 Defendants’ presumption that employees scheduled to work no more than six (6) hours would
20 not be provided meal periods because they had signed blanket meal period waivers resulted in
21 a company-wide practice of discouraging meal periods altogether for these shifts. Similarly,
22 Defendants’ presumption that second meal periods would not be provided for shifts in excess
23 of ten (10) hours but less than twelve (12) hours due to blanket second meal period waivers
24 discouraged Plaintiff and class members from taking second meal periods.

25 85. What’s more, an employer’s obligation to provide a meal break is only
26 “triggered” when the employer “employs an employee for a work period of more than five
27 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
28 anyone to work for a full five hours, its meal break obligation is triggered.”).

1 [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it
2 must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver
3 if one hour or less will end the shift; or (3) obtain written agreement to an on-duty
4 meal period if circumstances permit. Failure to do one of these will render the
5 employer liable for premium pay. *Id.* (citing Cal. Labor Code § 226.7; Wage Order
6 No. 5, subd. 11(A), (B)).

7 86. That Defendants require employees sign blanket Meal Waivers in advance (as
8 opposed to on a specific workday) renders them invalid and unenforceable, because
9 Defendants' obligation to provide employees with meal breaks does not arise until it has
10 employed them for a full five (5) hours.

11 87. Fifth, Defendants did not provide Plaintiff and class members with second 30-
12 minute meal periods on days that they worked in excess of 10 hours in one day. Plaintiff
13 worked over 10-hour shifts and, at times, up to 14 hours in a shift without being permitted or
14 authorized to take a second 30-minute meal period. Defendants' management even told
15 Plaintiff that she was not entitled to a second 30-minute meal period unless she worked 12 or
16 more hours in her shift.

17 88. Defendants knew or should have known that as a result of these policies,
18 Plaintiff and class members were prevented from being relieved of all duties and required to
19 perform some of their assigned duties during meal periods and that Defendants' did not pay
20 Plaintiff and class members all meal period premium wages when they were missed,
21 interrupted by work, or taken late.

22 89. Moreover, Defendants engaged in a systematic, company-wide policy to not
23 pay meal period premiums. As a result, Defendants failed to provide Plaintiff and class
24 members compliant meal periods in violation of California Labor Code sections 226.7 and 512
25 and failed to pay the full meal period premiums due.

26 90. California Labor Code section 1198 and the applicable wage order require that
27 employers record meal periods. Defendants violated Labor Code section 1198 and the
28 applicable wage order insofar as Defendants failed to accurately record when Plaintiff and

1 class members took meal periods, to the extent they were authorized and permitted to do so.
2 Instead, as stated, Defendants was engaging in a practice of recording meal periods for
3 Plaintiff and class members in advance, even if they did not actually take meal periods or had
4 them interrupted, without accurately recording actual meal period start and end times.
5 Furthermore, if employees did not record meal periods, Defendants adjusted employees'
6 recorded hours to show that compliant meal periods were taken, when in fact they were not.

7 91. Defendants' conduct violates the applicable IWC Wage Order, and California
8 Labor Code sections 226.7, 512(a), and 1198. Plaintiff and class members are therefore
9 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
10 rate of compensation for each work day that the meal period was not provided.

11 **FOURTH CAUSE OF ACTION**

12 **Violation of California Labor Code § 226.7 and 1198—Rest Break Violations**
13 **(Against all Defendants)**

14 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 93. At all relevant times herein set forth, the applicable IWC Wage Order and
17 California Labor Code sections 226.7 and 1198 were applicable to Plaintiff and class
18 members' employment by Defendants.

19 94. At all relevant times, the applicable IWC Wage Order provides that “[e]very
20 employer shall authorize and permit all employees to take rest periods, which insofar as
21 practicable shall be in the middle of each work period” and that the “rest period time shall be
22 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
23 hours or major fraction thereof” unless the total daily work time is less than three and one-half
24 (3½) hours.

25 95. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any rest period mandated by an applicable
27 order of the California IWC. To comply with its obligation to provide rest periods under
28 California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must

1 “relinquish any control over how employees spend their break time, and relieve their
2 employees of all duties — including the obligation that an employee remain on call. A rest
3 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
4 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
5 section 226.7(b), Plaintiff and class members were entitled to recover from Defendants one (1)
6 additional hour of pay at their regular rates of pay for each work day that a required rest
7 period was not provided.

8 96. During the relevant time period, Defendants did not provide Plaintiff and class
9 members with all rest periods. Due to understaffing and a lack of rest break coverage,
10 Plaintiff did not receive all rest periods she was entitled to. Defendants also did not schedule
11 rest periods for employees. As a result, Plaintiff and class members worked shifts in excess of
12 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all
13 uninterrupted ten (10) minute rest periods to which they were entitled. For example, Plaintiff
14 was not provided with all second and third 10-minute rest break on days she worked in excess
15 of 6 hours and in excess of 10 hours because there was no one available to relieve her of her
16 duties.

17 97. At the same time, Defendants implemented a systematic, company-wide policy
18 to not pay rest periods premiums. As a result, Plaintiff and class members were denied rest
19 periods and failed to pay the full rest period premiums due, in violation of Labor Code section
20 226.7 and the applicable IWC Wage Order.

21 98. Defendants’ conduct violates the applicable IWC Wage Order and California
22 Labor Code sections 226.7 and 1198. Plaintiff and class members are therefore entitled to
23 recover from Defendants one (1) additional hour of pay at the employee’s regular rate of
24 compensation for each work day that the rest period was not provided and the balance owed
25 for underpaid separately compensated rest periods.

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 100. At all relevant times herein, California Labor Code section 226(a) provides that
8 every employer shall furnish each of his or her employees an accurate and complete itemized
9 wage statement in writing, including, but not limited to, the name and address of the legal
10 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
11 applicable rates of pay.

12 101. During the relevant time period, Defendants have knowingly and intentionally
13 provided Plaintiff and class members with uniform, incomplete, and inaccurate wage
14 statements. Specifically, Defendants violated sections 226(a)(1) and 226(a)(5). Because
15 Defendants deducted time from Plaintiff's and class members' records for meal periods they
16 did not actually take (and therefore time for which they should have been paid), and did not
17 record the time Plaintiff and class members spent undergoing security checks or working
18 outside of scheduled hours, Defendants did not list the correct amount of gross wages earned
19 by Plaintiff and class members in compliance with section 226(a)(1). For the same reason,
20 Defendants failed to list the correct amount of net wages earned by Plaintiff and class
21 members in violation of section 226(a)(5).

22 102. The wage statement deficiencies also include, among other things, failing to list
23 total hours worked by employees; failing to list all applicable hourly rates in effect during the
24 pay period, including overtime rates of pay, and the corresponding number of hours worked at
25 each hourly rate by the employee; failing to list the number of piece-rate units earned and any
26 applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions;
27 failing to list the name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a social security number;

1 failing to list the inclusive dates of the period for which employees were paid; failing to
2 correctly list the name and address of the legal entity that is the employer; and/or failing to
3 state all hours worked as a result of not recording or stating the hours they worked off-the-
4 clock.

5 103. California Labor Code section 1174(d) provides that “[e]very person employing
6 labor in this state shall ... [k]eep a record showing the names and addresses of all employees
7 employed and the ages of all minors” and “[keep, at a central location in the state or at the
8 plants or establishments at which employees are employed, payroll records showing the hours
9 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
10 applicable piece rate paid to, employees employed at the respective plants or
11 establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500
12 civil penalty if they fail to maintain accurate and complete records as required by section
13 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
14 Defendants willfully failed to maintain accurate payroll records for Plaintiff and class
15 members showing the daily hours they worked and the wages paid thereto as a result of failing
16 to record the off-the-clock hours that they worked. And as stated, Defendants recorded meal
17 period start and end times incorrectly to avoid records showing non-compliant meal periods
18 and avoid payment of premium penalties to Plaintiff and class members.

19 104. California Labor Code section 1198 provides that the maximum hours of work
20 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
21 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
22 employment of any employees for longer hours than those fixed by the order or under
23 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
24 Wage Order, employers are required to keep accurate time records showing when the
25 employee begins and ends each work period and meal period. During the relevant time
26 period, Defendants failed, on a company-wide basis, to keep accurate records of meal period
27 start and stop times for Plaintiff and class members, in violation of section 1198. Defendants
28 engaged in a practice of recording a 30-minute period for employees for first meal periods

1 regardless of whether employees actually took such a break. Furthermore, in light of
2 Defendants' failure to provide Plaintiff and class members with second 30-minute meal
3 periods to which they were entitled, Defendants kept no records of meal start and end times
4 for second meal periods. Moreover, Defendants kept no records of time spent by Plaintiff and
5 class members undergoing security searches and working before and after their scheduled
6 shifts.

7 105. Plaintiff and class members are entitled to recover from Defendants the greater
8 of their actual damages caused by Defendants' failure to comply with California Labor Code
9 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
10 employee.

11 **SIXTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon**

13 **Termination**

14 **(Against all Defendants)**

15 106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 107. This cause of action is dependent upon, and wholly derivative of, the overtime
18 wages, minimum wages, and meal and rest period premium wages that were not timely paid to
19 Plaintiff and those class members no longer employed by Defendants upon their termination.

20 108. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
21 that if an employer discharges an employee, the wages earned and unpaid at the time of
22 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
23 her employment, his or her wages shall become due and payable not later than seventy-two
24 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
25 his or her intention to quit, in which case the employee is entitled to his or her wages at the
26 time of quitting.

27 109. During the relevant time period, Defendants willfully failed to pay Plaintiff and
28 class members who are no longer employed by Defendants the earned and unpaid wages set

1 forth above, including but not limited to, overtime wages, minimum wages, and meal and/or
2 rest period premium wages, either at the time of discharge, or within seventy-two (72) hours
3 of their leaving Defendants' employ.

4 110. Defendants' failure to pay Plaintiff and those class members who are no longer
5 employed by Defendants their wages earned and unpaid at the time of discharge, or within
6 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
7 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
8 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
9 thirty (30) day maximum pursuant to California Labor Code section 203.

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 2802 – Unpaid Business-Related Expenses**
12 **(Against all Defendants)**

13 111. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 112. At all times herein set forth, California Labor Code section 2802 provides that
16 an employer must reimburse employees for all necessary expenditures and losses incurred by
17 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
18 to prevent employers from passing off their cost of doing business and operating expenses on
19 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
20 (2014).

21 113. At all relevant times, Defendants, on a company-wide basis, required that
22 Plaintiff and class members to utilize their own personal vehicles to travel to medical clinics
23 to undergo mandatory drug testing, but did not reimburse them for their travel expenses,
24 including mileage. For example, Plaintiff was required to and did follow Defendants'
25 instructions to travel to a medical facility and undergo the mandatory drug test. Although
26 Defendants required that Plaintiff use her own vehicle, Defendants did not reimburse her for
27 her travel expenses.

28 114. Defendants engaged in a systematic, company-wide policy to not reimburse its

1 employees for necessary business expenses. Defendants could have provided Plaintiff and
2 class members reimbursements for gas expenses or provided transportation to and from
3 mandatory drug testing, but instead, Defendants passed these operating costs off onto Plaintiff
4 and class members.

5 115. Defendants' policy and/or practice of passing its operating costs on to Plaintiff
6 and class members is in violation of California Labor Code section 2802. Defendants have
7 intentionally and willfully failed to fully reimburse Plaintiff and class members for necessary
8 business-related expenses and costs.

9 116. Plaintiff and class members are entitled to recover from Defendants their
10 business-related expenses incurred during the course and scope of their employment, plus
11 interest.

12 EIGHTH CAUSE OF ACTION

13 For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

14 (Against all Defendants)

15 117. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 118. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
18 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
19 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5,
20 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section
21 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
22 violations of those Labor Code sections not found in section 2699.5, including sections 246,
23 1182.12, and 2810.5.

24 119. Defendants' conduct, as alleged herein, violates numerous sections of the
25 California Labor Code, including, but not limited to, the following:

- 26 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
27 wage order for Defendants' failure to compensate Plaintiff and other
28 aggrieved employees with all required overtime pay as alleged herein;

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- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked as alleged herein;
- (c) Violation of Labor Code sections 226.7, 512, 1198, and the applicable IWC wage order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal and/or rest periods, as alleged herein;
- (d) Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (e) Violations of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records as alleged herein;
- (f) Violation of Labor Code section 204 for failure to pay all earned wages during employment as set forth below;
- (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as alleged herein;
- (h) Violation of Labor Code section 222.5 for failure to compensate other aggrieved employees for mandatory physical examinations and/or drug testing as set forth below;
- (i) Violation of Labor Code section 246 for failure to provide written notice of paid sick leave available, or paid time off, as set forth below;
- (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

1 120. At all relevant times herein set forth, California Labor Code section 204
2 requires that all wages earned by any person in any employment between the 1st and the 15th
3 days, inclusive, of any calendar month, other than those wages due upon termination of an
4 employee, are due and payable between the 16th and the 26th day of the month during which
5 the labor was performed. Labor Code section 204 further provides that all wages earned by
6 any person in any employment between the 16th and the last day, inclusive, of any calendar
7 month, other than those wages due upon termination of an employee, are due and payable
8 between the 1st and the 10th day of the following month.

9 121. At all relevant times herein, California Labor Code section 204 also requires
10 that all wages earned for labor in excess of the normal work period shall be paid no later than
11 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
12 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
13 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
14 more than seven (7) calendar days following the close of the payroll period.

15 122. During the relevant time period, Defendants willfully failed to pay Plaintiff and
16 class members all wages due including, but not limited to, overtime wages, minimum wages,
17 and meal and rest period premium wages within the time limitations specified by California
18 Labor Code section 204. Plaintiff and other aggrieved employees are therefore entitled to
19 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

20 123. At all relevant times herein, California Labor Code section 222.5 requires
21 employers to pay for the costs a prospective employee incurs for obtaining any pre-
22 employment medical or physical examination taken as a condition of employment.

23 124. During the relevant time period, Defendants implemented, on a company-wide
24 basis, an employer-imposed requirement that Plaintiff and class members undergo a
25 mandatory drug test, but required them to do so at their own expense. As stated, upon
26 information and belief, Defendants had a company-wide policy requiring that all new
27 employees, including Plaintiff and other aggrieved employees, travel to a medical clinic on
28 their own time and using their own means of transportation to undergo drug testing. At all

1 times, Defendants were in control of scheduling the date and time for the drug testing,
2 selecting the provider/facility where the drug testing was to take place, and determining the
3 scope of the examination and drug test. However, Defendants did not compensate Plaintiff
4 and aggrieved employees for the time they spent traveling to and from drug testing, for the
5 time they spent undergoing drug testing or for the travel expenses they incurred getting to and
6 from the medical clinic.

7 125. As stated, Plaintiff spent approximately 45 minutes to one (1) hour traveling to
8 and undergoing the required drug test. However, Defendants did not compensate Plaintiff for
9 this time or reimburse her for her travel expenses to and from the medical facility. Plaintiff
10 and other aggrieved employees are therefore entitled to recover civil penalties pursuant to
11 Labor Code section 2699(a), (f), and (g).

12 126. At all relevant times herein set forth, California Labor Code sections 245.5,
13 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for
14 30 or more days from the commencement of employment with paid sick days, to be accrued at
15 least one hour for every 30 hours worked. Pursuant to California Labor Code section
16 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave
17 (or equivalent paid leave or paid time off) in each year of the employee's employment.
18 Further, section 246(i) provides that an employer must provide an employee with written
19 notice that sets forth the amount of paid sick leave available, or paid time off that an employer
20 provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a
21 separate written statement provided on the designated pay date with the employee's wages.
22 The penalties described in this article for a violation of this subdivision shall be in lieu of the
23 penalties for a violation of Section 226.

24 127. During the relevant time period, Defendants failed to provide Plaintiff and
25 aggrieved employees written notice on wage statements and/or other separate written
26 statements that listed the requisite information set forth in Labor Code section 246(i). Upon
27 information and belief, Defendants' paystubs failed to state Plaintiff's and aggrieved
28 employees' paid sick leave balance until sometime in September 2016, in violation of Labor

1 Code section 246(i). Plaintiff and other aggrieved employees are therefore entitled to recover
2 civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

3 128. At all relevant times herein, California's Wage Theft Prevention Act was
4 enacted to ensure that employers provide employees with basic information material to their
5 employment relationship at the time of hiring, and to ensure that employees are given written
6 and timely notice of any changes to basic information material to their employment. Codified
7 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
8 time of hiring, an employer must provide written notice to employees containing basic and
9 material payroll information, including, among other things, the rate(s) of pay and basis
10 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
11 including any rates for overtime, the regular payday designated by the employer, and any
12 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
13 Code § 2810.5(a)(1)(A)-(C).

14 129. During the relevant time period, Defendants failed to provide written notice to
15 Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor
16 Code section 2810.5(a)(1)(A)-(C) on a company-wide basis.

17 130. Defendants' failure to provide Plaintiff and other aggrieved employees with
18 written notice of basic information regarding their employment with Defendants is in violation
19 of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled
20 to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code
21 section 2699(a), (f), and (g).

22 //

23 **NINTH CAUSE OF ACTION**

24 **Violation of California Business & Professions Code §§ 17200, et seq. –**

25 **Unlawful Business Practices**

26 **(Against all Defendants)**

27 131. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 132. Defendants are a “person” as defined by California Business & Professions
2 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies
3 and/or associations.

4 133. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
5 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
6 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
7 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
8 meaning of Code of Civil Procedure section 1021.5.

9 134. Defendants’ activities, as alleged herein, are violations of California law, and
10 constitute unlawful business acts and practices in violation of California Business &
11 Professions Code sections 17200, *et seq.*

12 135. A violation of California Business & Professions Code sections 17200, *et seq.*
13 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
14 policies and practices have violated state law in at least the following respects:

- 15 (a) Requiring non-exempt employees, including Plaintiff and class
16 members, to work overtime without paying them proper compensation
17 in violation of California Labor Code sections 510 and 1198 and the
18 applicable IWC Order, as alleged herein;
- 19 (b) Failing to pay at least minimum wage to Plaintiff and class members in
20 violation of California Labor Code sections 1182.12, 1194, 1197,
21 1197.1, and 1198 and the applicable IWC Order, as alleged herein;
- 22 (c) Failing to provide uninterrupted meal and rest periods to Plaintiff and
23 class members in violation of California Labor Code sections 226.7,
24 512(a), 1198, and the applicable IWC Order, as alleged herein;
- 25 (d) Failing to provide Plaintiff and class members with accurate wage
26 statements and failing to maintain accurate payroll records in violation
27 of California Labor Code sections 226(a), 1174(d), 1198, and the
28 applicable IWC Order, as alleged herein;

- 1 (e) Failing timely to pay all earned wages to Plaintiff and class members in
2 violation of California Labor Code section 204 and the applicable IWC
3 Order, as set forth below; and
- 4 (f) Failing to pay the costs of mandatory physical examinations and/or drug
5 testing in violation of California Labor Code section 222.5, as set forth
6 below;
- 7 (g) Failing to provide written notice of paid sick leave or paid time off
8 available to Plaintiff and class members in violation of California Labor
9 Code section 246, as set forth below;
- 10 (h) Failing to reimburse Plaintiff and class members for all business
11 expenses necessarily incurred in violation of California Labor Code
12 section 2802, as alleged herein; and
- 13 (i) Failing to provide written notice of information material to Plaintiff and
14 class members' employment with Defendants in violation of Labor
15 Code section 2810.5(a)(1)(A)-(C), as set forth below.

16 136. At all relevant times herein set forth, California Labor Code section 204
17 requires that all wages earned by any person in any employment between the 1st and the 15th
18 days, inclusive, of any calendar month, other than those wages due upon termination of an
19 employee, are due and payable between the 16th and the 26th day of the month during which
20 the labor was performed. Labor Code section 204 further provides that all wages earned by
21 any person in any employment between the 16th and the last day, inclusive, of any calendar
22 month, other than those wages due upon termination of an employee, are due and payable
23 between the 1st and the 10th day of the following month.

24 137. At all relevant times herein, California Labor Code section 204 also requires
25 that all wages earned for labor in excess of the normal work period shall be paid no later than
26 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
27 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
28 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not

1 more than seven (7) calendar days following the close of the payroll period.

2 138. During the relevant time period, Defendants willfully failed to pay Plaintiff and
3 class members all wages due including, but not limited to, overtime wages, minimum wages,
4 and meal and rest period premium wages within the time limitations specified by California
5 Labor Code section 204.

6 139. At all relevant times herein, California Labor Code section 222.5 requires
7 employers to pay for the costs a prospective employee incurs for obtaining any pre-
8 employment medical or physical examination taken as a condition of employment.

9 140. During the relevant time period, Defendants implemented, on a company-wide
10 basis, an employer-imposed requirement that Plaintiff and class members undergo a
11 mandatory drug test, but required them to do so at their own expense. As stated, upon
12 information and belief, Defendants had a company-wide policy requiring that all new
13 employees, including Plaintiff and class members, travel to a medical clinic on their own time
14 and using their own means of transportation to undergo drug testing. At all times, upon
15 information and belief, Defendants were in control of scheduling the date and time for the
16 drug testing, selecting the provider/facility where the drug testing was to take place, and
17 determining the scope of the examination and drug test. However, Defendants did not
18 compensate Plaintiff and class members for the time they spent traveling to and from drug
19 testing, for the time they spent undergoing drug testing or for the travel expenses they incurred
20 getting to and from the medical clinic.

21 141. As stated, Plaintiff spent approximately 45 minutes to one (1) hour traveling to
22 and undergoing the required drug test. However, Defendants did not compensate Plaintiff for
23 this time or reimburse her for her travel expenses to and from the medical facility.

24 142. At all relevant times herein set forth, California Labor Code sections 245.5,
25 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for
26 30 or more days from the commencement of employment with paid sick days, to be accrued at
27 least one hour for every 30 hours worked. Pursuant to California Labor Code section
28 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave

1 (or equivalent paid leave or paid time off) in each year of the employee's employment.
2 Further, section 246(i) provides that an employer must provide an employee with written
3 notice that sets forth the amount of paid sick leave available, or paid time off that an employer
4 provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a
5 separate written statement provided on the designated pay date with the employee's wages.
6 The penalties described in this article for a violation of this subdivision shall be in lieu of the
7 penalties for a violation of Section 226.

8 143. During the relevant time period, Defendants failed to provide Plaintiff and class
9 members written notice on wage statements and/or other separate written statements that listed
10 the requisite information set forth in Labor Code section 246(i). Upon information and belief,
11 Defendants' paystubs failed to state Plaintiff's and class members' paid sick leave balance
12 until sometime in September 2016, in violation of Labor Code section 246(i).

13 144. At all relevant times herein, California's Wage Theft Prevention Act was
14 enacted to ensure that employers provide employees with basic information material to their
15 employment relationship at the time of hiring, and to ensure that employees are given written
16 and timely notice of any changes to basic information material to their employment. Codified
17 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
18 time of hiring, an employer must provide written notice to employees containing basic and
19 material payroll information, including, among other things, the rate(s) of pay and basis
20 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
21 including any rates for overtime, the regular payday designated by the employer, and any
22 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
23 Code § 2810.5(a)(1)(A)-(C).

24 145. During the relevant time period, Defendants failed to provide written notice to
25 Plaintiff and class members that lists the requisite information set forth in Labor Code section
26 2810.5(a)(1)(A)-(C) on a company-wide basis.

27 146. Defendants' failure to provide Plaintiff and class members with written notice
28 of basic information regarding their employment with Defendants is in violation of Labor

1 Code section 2810.5.

2 147. As a result of the violations of California law herein described, Defendants
3 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
4 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
5 herein.

6 148. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
7 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four years prior to the filing of this complaint; a
9 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
10 class members; and an award of attorneys' fees pursuant to California Code of Civil
11 Procedure section 1021.5 and other applicable laws; and an award of costs.

12 **TENTH CAUSE OF ACTION**

13 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

14 **Unfair Business Practices**

15 **(Against all Defendants)**

16 149. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 150. Defendants are a "person" as defined by California Business & Professions
19 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
20 and/or associations.

21 151. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
22 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
23 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
24 seeks to enforce important rights affecting the public interest within the meaning of Code of
25 Civil Procedure section 1021.5.

26 152. Defendants' activities, namely Defendants' company-wide practice and/or
27 policy of not paying Plaintiff and class members all meal and rest period premium wages due
28 to them under Labor Code section 226.7, deprived Plaintiff and class members of the

1 compensation guarantee and enhanced enforcement implemented by section 226.7. The
2 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
3 compensate employees, and secondarily to shape employer conduct. *Safeway, Inc. v. Superior*
4 *Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were
5 guaranteed to Plaintiff and class members as part of their employment with Defendants, and
6 thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
7 unfair business practice in violation of California Business & Professions Code sections
8 17200, *et seq.* (*Id.*)

9 153. A violation of California Business & Professions Code sections 17200, *et seq.*
10 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
11 and practices have violated the spirit of California’s meal and rest break laws and constitute
12 acts against the public policy behind these laws.

13 154. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
14 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
15 benefits implemented by section 226.7 withheld and retained by Defendants during a period
16 that commences four years prior to the filing of this complaint; a permanent injunction
17 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
18 Plaintiff and class members; an award of attorneys’ fees pursuant to California Code of Civil
19 Procedure section 1021.5 and other applicable laws; and an award of costs.

20 **REQUEST FOR JURY TRIAL**

21 Plaintiff requests a trial by jury.

22 **PRAYER FOR RELIEF**

23 Plaintiff, on behalf of herself and all others similarly situated, prays for relief and
24 judgment against Defendants, jointly and severally, as follows:

25 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in
26 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
27 reserves the right to amend her prayer for relief to seek a different amount.

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Class Certification

- 2. That this case be certified as a class action;
- 3. That Plaintiff be appointed as the representative of the Class and subclass;
- 4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

- 5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and class members;
- 6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
- 7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;
- 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and
- 9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

- 10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay minimum wages to Plaintiff and class members;
- 11. For general unpaid wages and such general and special damages as may be appropriate;
- 12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;
- 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);
- 14. For liquidated damages pursuant to California Labor Code section 1194.2; and
- 15. For such other and further relief as the Court may deem equitable and

1 appropriate.

2 **As to the Third Cause of Action**

3 16. That the Court declare, adjudge, and decree that Defendants violated California
4 Labor Code sections 226.7, 512(a), and 1198 and applicable IWC Wage Order(s) by willfully
5 failing to provide all meal periods to Plaintiff and class members;

6 17. That the Court make an award to the Plaintiff and class members of one (1)
7 hour of pay at each employee's regular rate of pay for each workday that a meal period was
8 not provided;

9 18. For all actual, consequential, and incidental losses and damages, according to
10 proof;

11 19. For premiums pursuant to California Labor Code section 226.7(b);

12 20. For pre-judgment interest on any unpaid meal period premiums from the date
13 such amounts were due, or as otherwise provided by law; and

14 21. For such other and further relief as the Court may deem equitable and
15 appropriate.

16 **As to the Fourth Cause of Action**

17 22. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 226.7 and 1198 and applicable IWC Wage Orders by willfully failing to
19 provide all rest periods to Plaintiff and class members;

20 23. That the Court make an award to the Plaintiff and class members of one (1) hour
21 of pay at each employee's regular rate of pay for each workday that a rest period was not
22 provided;

23 24. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 25. For premiums pursuant to California Labor Code section 226.7(b);

26 26. For pre-judgment interest on any unpaid rest period premiums from the date
27 such amounts were due, or as otherwise provided by law; and

28 27. For such other and further relief as the Court may deem equitable and

1 appropriate.

2 **As to the Fifth Cause of Action**

3 28. That the Court declare, adjudge and decree that Defendants violated the
4 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage
5 Orders as to Plaintiff and class members, and willfully failed to provide accurate itemized
6 wage statements thereto;

7 29. For all actual, consequential and incidental losses and damages, according to
8 proof;

9 30. For injunctive relief pursuant to California Labor Code section 226(h);

10 31. For statutory penalties pursuant to California Labor Code section 226(e); and

11 32. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to the Sixth Cause of Action**

14 33. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 201, 202, and 203 by willfully failing to pay overtime wages, minimum
16 wages, and meal and rest period premiums owed at the time of termination of the employment
17 of Plaintiff and other terminated class members;

18 34. For all actual, consequential and incidental losses and damages, according to
19 proof;

20 35. For waiting time penalties according to proof pursuant to California Labor
21 Code section 203 for all employees who have left Defendants' employ;

22 36. For pre-judgment interest on any unpaid wages from the date such amounts
23 were due, or as otherwise provided by law; and

24 37. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Seventh Cause of Action**

27 38. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-

1 related expenses and costs incurred by Plaintiff and class members;

2 39. For unpaid business-related expenses and such general and special damages as
3 may be appropriate;

4 40. For pre-judgment interest on any unpaid business-related expenses from the
5 date such amounts were due, or as otherwise provided by law;

6 41. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 42. For attorneys' fees and costs pursuant to California Labor Code section
9 2802(c), or as otherwise provided by law; and

10 43. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 **As to the Eighth Cause of Action**

13 44. That the Court declare, adjudge and decree that Defendants violated the
14 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
15 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
16 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512 and 1198
17 (by failing to provide all meal and rest periods); 222.5 (by failing to pay the costs of
18 mandatory drug testing and/or physical examinations); 226(a), 1174(d) and 1198 (by failing to
19 provide accurate wage statements and maintain accurate payroll records); 204 (by failing
20 timely to pay all earned wages during employment); 201, 202, 203 (by failing timely to pay all
21 earned wages upon termination); 246 (by failing to provide written notice of paid sick leave or
22 paid time off available); 2802 (by failing to reimburse business expenses); and 2810.5 (by
23 failing to provide written notice of material terms of employment);

24 45. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256,
25 558, 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code
26 sections 201, 202, 203, 204, 222.5, 226, 226.7, 246, 510, 512(a), 1174(d), 1182.12, 1194,
27 1197, 1197.1, 1198, 2802, and 2810.5;

28 46. For attorneys' fees and costs pursuant to California Labor Code section

1 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
2 Labor Code sections 201, 202, 203, 204, 222.5, 226, 226.7, 246, 510, 512(a), 1174(d),
3 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

4 47. For pre-judgment and post-judgment interest as provided by law; and

5 48. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Ninth Cause of Action**

8 49. That the Court declare, adjudge and decree that Defendants conduct of failing
9 to provide Plaintiff and class members all overtime wages due to them, failing to provide
10 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
11 class members all meal and rest periods, failing to provide accurate and complete wage
12 statements, failing to maintain accurate payroll records, failing timely to pay all earned wages
13 during employment, failing to provide written notice of paid sick leave or paid time off
14 available, failing to reimburse Plaintiff and class members for the costs of mandatory drug
15 testing, failing to reimburse Plaintiff and class members for business-related expenses, and
16 failing to provide employees with basic information material to their employment, constitutes
17 an unlawful business practice in violation of California Business and Professions Code
18 sections 17200, *et seq.*;

19 50. For restitution of unpaid wages to Plaintiff and all class members and
20 prejudgment interest from the day such amounts were due and payable;

21 51. For the appointment of a receiver to receive, manage and distribute any and all
22 funds disgorged from Defendants and determined to have been wrongfully acquired by
23 Defendants as a result of violations of California Business & Professions Code sections 17200
24 *et seq.*;

25 52. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Code of Civil Procedure section 1021.5; and

27 53. For such other and further relief as the Court may deem equitable and
28 appropriate.

1 **As to the Tenth Cause of Action**

2 54. That the Court declare, adjudge and decree that Defendants' conduct of denying
3 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
4 an unfair business practice in violation of California Business and Professions Code sections
5 17200, *et seq.*;

6 55. For restitution of the statutory benefits under section 226.7 unfairly withheld
7 from Plaintiff and class members and prejudgment interest from the day such amounts were
8 due and payable;

9 56. For the appointment of a receiver to receive, manage and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violations of California Business & Professions Code sections 17200
12 *et seq.*;

13 57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5;

15 58. For pre-judgment and post-judgment interest as provided by law; and

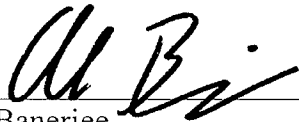
16 59. For such other and further relief as the Court may deem equitable and
17 appropriate.

18
19 Dated: September 7, 2018

Respectfully submitted,

Capstone Law APC

20
21
22 By: _____


23 Arnab Banerjee
24 Ari Basser
25 Ruhandy Glezakos

26 Attorneys for Plaintiff Mayra Jones
27
28

EXHIBIT 1

JAMIE R. GREENE
310.556.4165 Direct
Jamie.Greene@capstonelawyers.com

December 12, 2017

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/128>)

Subject: *Mayra Jones v. LA Live Theatre LLC, et al.*

Dear PAGA Administrator:

This office represents Mayra Jones in connection with her claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Ms. Jones is an employee of either LA LIVE THEATRE LLC, L.A. ARENA COMPANY, LLC and/or ANSCHUTZ ENTERTAINMENT GROUP, INC. For purposes of this letter, Ms. Jones collectively refers to these entities as "AEG."

The employer may be contacted directly at the addresses below:

LA LIVE THEATRE LLC
800 W OLYMPIC BLVD STE 305
LOS ANGELES CA 90015

L.A. ARENA COMPANY, LLC
800 W OLYMPIC BLVD STE 305
LOS ANGELES CA 90015

ANSCHUTZ ENTERTAINMENT GROUP, INC.
800 W OLYMPIC BLVD STE 305
LOS ANGELES CA 90015

Ms. Jones intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Jones seeks relief on behalf of herself, the State of California, and other persons who were employed by AEG in California as a non-exempt, hourly-paid employee and who received at least one physical wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

AEG employed Ms. Jones as an hourly-paid, non-exempt Security Guard from approximately January 2009 to August 2017. Ms. Jones worked for AEG at two locations in Los Angeles, California, including the Staples Center and Microsoft Theater. During her employment, Ms. Jones' schedule varied, with her scheduled shifts ranging from 6-14 hours per day. Ms. Jones worked as a part-time employee, and typically worked three (3) to four (4) days per week and approximately 20 or more hours per week. During her employment, Ms. Jones earned approximately \$14.78 per hour. Her job duties as a Security Guard included, among other things, investigating incidents, patrolling the facility grounds and buildings, ensuring safety of staff and guests during events, providing general customer service, and attending to safety violations.

AEG committed one or more of the following Labor Code violations against Ms. Jones, the facts and theories of which follows, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

AEG's Company-Wide and Uniform Payroll and HR Practices

AEG is a California corporation which is one the leading sports and entertainment presenters in the world. AEG operates out of locations in the southwest region of the United States, including California, managing sports teams and facilities and presenting sports and live music/entertainment events. On information and belief, AEG's company headquarters are located at 800 West Olympic Blvd., Suite 305, Los Angeles, California 90015. Upon information and belief, AEG maintains a centralized Human Resources (HR) department at their headquarters in Los Angeles, California, for all non-exempt, hourly-paid employees working for AEG in California, including Ms. Jones and other aggrieved employees. At all relevant times, AEG issued and maintained uniform, standardized practices and procedures for all non-exempt, hourly-paid employees in California, including Ms. Jones and other aggrieved employees, regardless of their location or position.

Upon information and belief, AEG maintains a centralized Payroll department at their company headquarters in Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for AEG in California, including Ms. Jones and other aggrieved employees. Further, AEG issues the same uniform and formatted wage statements to all non-exempt, hourly employees in California, irrespective of their location, position, or manner in which each employee's employment ended. AEG's centralized Payroll department processed payroll for non-exempt, hourly paid employees in the same manner throughout California. In other words, AEG utilized the same methods and formulas when calculating wages due to Ms. Jones and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day

¹ These facts, theories, and claims are based on Ms. Jones' experience and counsel's review of those records currently available relating to Ms. Jones' employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Jones reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

AEG willfully failed to pay all overtime wages owed to Ms. Jones and other aggrieved employees. During the relevant time period, Ms. Jones and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, AEG has designated entrances through which employees must pass through mandatory security checks upon entry. Before clocking in for their shifts, Ms. Jones and other aggrieved employees were required to go through AEG's mandatory security at arena and theater entrances. All AEG employees are required to undergo security checks regardless of whether they report to work carrying a purse, bag or other personal belongings. Ms. Jones was regularly required to spend approximately 3-5 minutes waiting for other employees to pass through the security check and then undergo the security check herself before she was able to clock in for her shift. At times, Ms. Jones and other aggrieved employees had to wait longer to get through the security check process. As an example, Ms. Jones sometimes waited up to 10 minutes to undergo AEG's mandatory security checks. Although AEG required that Ms. Jones and other aggrieved employees pass through security upon entry, AEG did not compensate them for the time it took them to pass through those security checkpoints.

Second, AEG, on a company-wide basis, discouraged and impeded Ms. Jones and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. For example, Ms. Jones and other aggrieved employees were instructed by management to clock out at their scheduled shift end time, regardless of whether they were still waiting in line to return radios or had to perform their duties past their scheduled end shift time. For example, if Ms. Jones and other aggrieved employees received a call to their radio at the end of the day while in line to return their radio, AEG expected them to respond to the call and address the matter, but still clock out at their scheduled shift end time. Ms. Jones and other aggrieved employees were required to and did respond to calls to their radios that caused them to work anywhere between 5-10 minutes and up to 30 minutes past their scheduled shift. However, AEG would not permit Ms. Jones and other aggrieved employees to stay clocked in so that this time could be recorded. And, AEG did not permit Ms. Jones and other aggrieved employees to edit their time entries so that they could be compensated for this time. Instead, AEG insisted that Ms. Jones and other aggrieved employees clock out at their scheduled shift end time and continue to work while off-the-clock.

Third, AEG required that Ms. Jones and other aggrieved employees respond to radio calls at all times, including during unpaid meal periods, upon the threat of discipline or verbal warnings. For this reason, Ms. Jones and other aggrieved employees were interrupted during meal periods and required to respond to incidents. Ms. Jones' meal periods were interrupted by radio calls approximately once per week during her employment.

AEG knew or should have known that, as a result of its mandatory security checks, requirement that employees respond to radio calls at all times, timekeeping policies, Ms. Jones and other aggrieved employees were performing some of their assigned duties during unpaid meal periods and/or off-the-

clock, and were suffered or permitted to perform work for which they were not paid. AEG also knew, or should have known, that it did not compensate Ms. Jones and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked. Because Ms. Jones and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more and/or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Jones and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. AEG's failure to pay Ms. Jones and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, AEG did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, AEG paid other aggrieved employees incentive pay and/or nondiscretionary bonuses. However, in violation of the California Labor Code, AEG failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received incentive pay and/or nondiscretionary bonuses, AEG failed to pay all overtime wages by paying a lower overtime rate than required.

Ms. Jones and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

As set forth above, due to AEG's practice and/or policy of requiring Ms. Jones and other aggrieved employees to undergo mandatory security checks before clocking in, Ms. Jones and other aggrieved employees were required to wait off-the-clock and undergo security checks without compensation. As also stated, AEG maintained a company-wide practice and/or policy of requiring that employees respond to radio calls at all times, including during unpaid meal periods and after clocking out for their shifts. As a result, Ms. Jones and other aggrieved employees were forced to have their meal periods interrupted by work, and were not relieved of all duties, and were forced to work off-the-clock after their shifts. In addition, AEG's company-wide practice and/or policy requiring that employees always clock out at their scheduled end shift time regardless of whether they were still working further contributed to a culture of employees being forward to work off-the-clock.

AEG also had a company-wide policy requiring that all pre-hires or prospective employees travel to a medical clinic or facility on their own time and using their own personal vehicles to undergo drug testing and/or physical examinations. However, AEG did not compensate Ms. Jones and other aggrieved employees for this time.

AEG did not pay Ms. Jones and other aggrieved employees at least minimum wages for off-the-clock hours that qualified for overtime premium payment. To the extent that these off-the-clock hours did not qualify for overtime premium payment, AEG did not pay at least minimum wages for those hours

worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, AEG regularly failed to pay at least minimum wages to Ms. Jones and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Jones and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), and 1198

California Labor Code sections 226.7, 512(a) and 1198 and the applicable IWC Wage Order require employers to provide meal and rest breaks and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

First, as stated, AEG's company-wide requirement that employees respond to radio calls at all times, upon threat of discipline or verbal warnings, prevented Ms. Jones and other aggrieved employees from taking all uninterrupted 30-minute meal periods to which they were entitled. For example, Ms. Jones was required to respond to radio calls during her unpaid meal period approximately twice per week.

Second, AEG has implemented a practice and/or policy of recording that Ms. Jones and other aggrieved employees took timely and full 30-minute meal periods on a daily basis, regardless of whether that was the case. These allegedly "fully compliant" meal periods are recorded by AEG in advance, even though, in reality, Ms. Jones and other aggrieved employees sometimes have their meal breaks shortened or interrupted by radio calls. As a result, 30-minute meal periods were deducted from Ms. Jones' and other aggrieved employees' time records for hours they actually spent working.

Third, AEG did not provide Ms. Jones and other aggrieved employees with timely meal periods. For example, Ms. Jones sometimes was not permitted to take her 30-minute meal period until six (6) or seven (7) hours into her shift.

Fourth, AEG, implemented a company-wide policy of requiring all employees, including Ms. Jones and other aggrieved employees, to sign blanket Meal Period Waivers. AEG then took the position that employees working six (6) hour shifts have waived their rights to take a 30-minute meal period on these particular shift, for the entirety of their employment. AEG similarly took the position that employees working in excess of 10 hours per day but no more than 12 waived their right to a second 30-minute meal period, for the entirety of their employment. AEG only permitted Ms. Jones and other aggrieved employees to revoke the waiver by providing one day's advance written notice. AEG's imposition of the burden on employees to revoke the Meal Period Waiver *in writing* and one day in advance of their shift discouraged and prevented Ms. Jones and other aggrieved employees from taking meal periods. AEG's presumption that employees scheduled to work no more than six (6) hours would not be provided meal periods because they had signed blanket meal period waivers resulted in a company-wide practice of discouraging meal periods altogether for these shifts. Similarly, AEG's presumption that second meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours due to blanket second meal period waivers discouraged other aggrieved employees from taking second meal periods.

What's more, an employer's obligation to provide a meal break is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That AEG requires employees sign blanket Meal Waivers in advance (as opposed to on a specific work day) renders them invalid and unenforceable, because AEG's obligation to provide other aggrieved employees with meal breaks does not arise until it has employed them for a full five (5) hours.

Fifth, AEG did not provide Ms. Jones and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Ms. Jones worked over 10-hour shifts and at times up to 14 hours in a shift without being permitted or authorized to take a second 30-minute meal period. AEG's management even told Ms. Jones that she was not entitled to a second 30-minute meal period unless she worked 12 or more hours in her shift.

As a result of the above-described practices and/or policies, Ms. Jones and other aggrieved employees were required to continue to perform their duties without being able to take all timely, compliant meal periods. At all times herein mentioned, AEG knew or should have known that as a result of these policies and/or practices, Ms. Jones and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods and that AEG did not pay Ms. Jones and other aggrieved employees meal period premium wages when they were interrupted.

Labor Code section 1198 and the applicable wage order require that employers record meal periods. AEG violated Labor Code section 1198 and the applicable wage order insofar as AEG failed to accurately record when Ms. Jones and other aggrieved employees took meal periods, to the extent they were authorized and permitted to do so. Instead, as stated, AEG was engaging in a practice of recording meal periods for Ms. Jones and other aggrieved employees in advance, even if they did not actually take meal periods or had them interrupted, without accurately recording actual meal period start and end times. Furthermore, if employees did not record meal periods, AEG would adjust employees' recorded hours to show that compliant meal periods were taken, when in fact they were not.

AEG similarly did not provide Ms. Jones and other aggrieved employees with all rest periods. Due to understaffing and a lack of rest break coverage, Ms. Jones did not receive all meal periods she was entitled to. AEG also did not schedule rest periods for employees. As a result, Ms. Jones and other aggrieved employees would often work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted ten (10) minute rest periods to which they were entitled. For example, Ms. Jones often was not provided with a second and third 10-minute rest break on days she worked in excess of 6 hours and in excess of 10 hours because there was no one available to relieve her of her duties.

AEG also has engaged in a company-wide practice and/or policy of not paying meal and rest period premiums owed when compliant meal and rest periods are not provided. Because of this practice and/or policy, Ms. Jones and other aggrieved employees have not received premium pay for missed meal and/or rest periods. Alternatively, to the extent that AEG did pay meal and/or rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because AEG did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as nondiscretionary bonuses and/or incentive pay, any premiums paid for meal or rest period violations were also paid at an incorrect rate and resulted in an underpayment of meal and/or rest period premium wages.

Accordingly, AEG failed to provide all meal and rest periods in violation of California Labor Code sections 226.7, 512, and 1198. Ms. Jones and other aggrieved employees are therefore entitled to penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and 2699(f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. AEG has not provided Ms. Jones and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in an subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, AEG has knowingly and intentionally provided Ms. Jones and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. Specifically, AEG violated sections 226(a)(1), 226(a)(5), and 226(a)(9). Because AEG deducted time from Ms. Jones' and other aggrieved employees' records for meal periods they did not actually take (and therefore time for which they should have been paid), and did not record the time Ms. Jones' and other aggrieved employees spent undergoing security searches or working outside of scheduled hours, AEG did not list the correct amount of gross wages earned by Ms. Jones and other aggrieved employees in compliance with section 226(a)(1). For the same reason, AEG failed to list the correct amount of net wages earned by Ms. Jones and other non-party aggrieved employees in violation of section 226(a)(5). Furthermore, because AEG did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, AEG also violated 226(a)(1), 226(a)(5), and failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

The wage statement deficiencies include, among other things, failing to list total hours worked by employees; failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the correct name and address of the employing entity; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), AEG willfully failed to maintain accurate payroll records for Ms. Jones and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, AEG failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Ms. Jones and other aggrieved employees in violation of section 1198. AEG engaged in a practice of recording a 30-minute period for employees for first meal periods regardless of whether employees actually took such a break. Furthermore, in light of AEG's failure to provide Ms. Jones and other aggrieved employees with second 30-minute meal periods to which they were entitled, AEG kept no records of meal start and end times for second meal periods. Moreover, AEG kept no records of time spent by Ms. Jones and other aggrieved employees undergoing security searches and working before and after their scheduled shifts.

Because AEG failed to provide the accurate number of total hours worked on wage statements, Ms. Jones and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Jones and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Jones and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, AEG failed to pay Ms. Jones and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Ms. Jones and aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

AEG willfully failed to pay Ms. Jones and other aggrieved employees who are no longer employed by AEG all their earned wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving AEG's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Jones and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, AEG, required that other aggrieved employees utilize their own personal cell phones to carry out their job duties, but AEG failed to reimburse them for the costs of their cell phone plans. Other aggrieved employees were required to use their personal cellular phone in order to carry out their job duties, such as communicating with co-workers, security officers, and supervisors regarding scheduling. Although AEG required other aggrieved employees to utilize their personal cellular phones to carry out work-related responsibilities, AEG failed to reimburse them for this cost. Additionally, other aggrieved employees received work-related calls at home.

AEG also had a company-wide policy of requiring Ms. Jones and other aggrieved employees to travel in their own personal vehicles to medical clinics to undergo mandatory pre-employment drug testing and physical examinations, but did not reimburse them for their travel expenses, including mileage.

AEG could have provided other aggrieved employees with the actual tools for use on the job, including company phones or reimbursements for their cell phone usage, or transportation to and from drug testing facilities. Instead, AEG passed these operating costs off onto Ms. Jones and/or other aggrieved employees.

AEG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred. AEG's policy and/or practice of passing its operating costs on to other aggrieved employees by requiring that they use their own personal cell phones for work is in violation of California Labor Code section 2802. Ms. Jones and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C)

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claimed as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid

sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

AEG failed to provide Ms. Jones and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). AEG's failure to provide Ms. Jones and other aggrieved employees with written notice of basic information regarding their employment with AEG is in violation of Labor Code section 2810.5. Ms. Jones and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 222.5

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs a prospective employee incurs for obtaining any pre-employment medical or physical examination taken as a condition of employment.

During the relevant time period, AEG required that aggrieved employees undergo a mandatory drug test as a condition of employment, but required them to do so at their own expense. As stated, At all times, AEG was in control of scheduling the date and time for the drug testing, selecting the provider/facility where the drug testing was to take place, and determining the scope of the physical examination and/or drug test. On information and belief, all aggrieved employees were instructed by AEG to travel to a medical facility or clinic and obtain a drug test. As an example, Ms. Jones followed AEG's instructions, traveled to a medical facility, and underwent a drug test and/or physical examination. In all, Ms. Jones spent approximately 45 minutes to an hour traveling to and from, waiting for, and undergoing the drug test.

AEG did not compensate aggrieved employees for the time they spent traveling to and from drug testing or for the time they spent undergoing drug testing, or reimburse them for the travel expenses they incurred getting to and from the medical clinic. AEG's policy of not paying for all costs aggrieved employees incurred obtaining mandatory pre-employment physical examinations is in violation of California Labor Code section 222.5. Ms. Jones and aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 246

California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Codified at California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249, section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages. The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226.

During the relevant time period, AEG failed to provide Ms. Jones and other aggrieved employees written notice on wage statements and/or other separate written statements that listed the requisite information set forth in Labor Code section 246(i). On information and belief, AEG failed to provide aggrieved employees with written notice regarding sick leave benefits available until sometime in September 2016. AEG's systematic failure to provide notice of sick leave benefits to Ms. Jones and other aggrieved employees was in violation California Labor Code section 246.

Ms. Jones and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(f)-(g).

Violation of California Labor Code §§ 551 and 552

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

AEG required other aggrieved employees to work eight (8) or more hours per day and seven (7) consecutive days in a workweek. For example, other aggrieved employees would be scheduled for six (6) consecutive days of work and then would be called to work on a seventh day. AEG operates with a fluctuating schedule to meet event staffing needs, and calls on aggrieved employees to work at the last minute even in instances when they have already worked six consecutive days without a day's rest. Because aggrieved employees worked over 30 hours per week and over six (6) hours per day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, AEG caused other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." AEG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Jones' and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Jones seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Jones, acting

in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against AEG for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Jones seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jamie R. Greene
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4165

Best Regards,



Jamie R. Greene

Copy:

LA LIVE THEATRE LLC (via U.S. Certified Mail); L.A. ARENA COMPANY, LLC (via U.S. Certified Mail); ANSCHUTZ ENTERTAINMENT GROUP, INC. (via U.S. Certified Mail); Robin J. Samuel, Esq., Tao Leung, Esq. Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067 (via U.S. Certified Mail)

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067. My electronic address is matthew.krout@capstonelawyers.com.

On **September 7, 2018**, I served the document(s) described as:
FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ. on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [] to interested parties as follows [or] [✓] as stated on the attached service list:

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[✓] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.


[] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

[] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **September 7, 2018**, at Los Angeles, California.

Matthew Krout
Type or Print Name


Signature