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8 *Attorneys for*  
 9 HOST INTERNATIONAL, INC.; HMS  
 10 HOST USA, INC.

11 **UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

12 SERA GARCIA, individually, and on  
 13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 HOST INTERNATIONAL, INC., a  
 Delaware corporation; HMS HOST  
 17 USA INC., a Delaware Corporation;  
 and DOES 1 through 20, inclusive,

18 Defendants.

Case No.: '18CV0173 GPC BLM

**NOTICE OF REMOVAL OF  
 ACTION TO FEDERAL COURT**

[Filed concurrently with Civil Cover  
 Sheet; Notice of Party With Financial  
 Interest]

Action Filed: December 1, 2017

BAKER & HOSTETLER LLP  
 ATTORNEYS AT LAW  
 LOS ANGELES

1 **TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

2 **PLEASE TAKE NOTICE** that, pursuant to 28 U.S.C. §§ 1332, 1441 and  
3 1446, Host International, Inc. (“Host”) and HMS Host USA, Inc.<sup>1</sup> (together,  
4 “Defendants”) remove the action filed by Sera Garcia (“Plaintiff”) in the Superior  
5 Court of the State of California, in and for the County of San Diego, and captioned  
6 Case No. 37-2017-00046403, to the United States District Court for the Southern  
7 District of California.

8 **JURISDICTION AND VENUE**

9 1. This is a civil action over which this Court has original subject matter  
10 jurisdiction under 28 U.S.C. §1332, and removal is proper under 28 U.S.C. §§ 1441  
11 and 1446, because it is a civil action that satisfies the requirements stated in the  
12 Class Action Fairness Act of 2005 (“CAFA”), codified in part at 28 U.S.C. §  
13 1332(d).

14 2. This Court is in the judicial district and division embracing the place  
15 where the state court case was brought and is pending. Thus, this Court is the  
16 proper district court to which this case should be removed. 28 U.S.C. §§ 1441(a)  
17 and 1446(a).

18 **THE ACTION & TIMELINESS OF REMOVAL**

19 **PROCEDURAL BACKGROUND**

20 3. On December 1, 2017, Plaintiff, purportedly on behalf of herself and  
21 all others similarly situated, filed a Class Action Complaint against Defendants in  
22 the Superior Court of the State of California, in and for the County of San Diego,  
23 Case No. 37-2017-00046403 (the “State Court Action”). Plaintiff filed the  
24 complaint as a putative class action.

25 4. On December 27, 2017, Defendants were served with a copy of the  
26 Summons and Complaint.

27 \_\_\_\_\_  
28 <sup>1</sup> HMS Host USA, Inc. never employed Plaintiff or the putative class members during the relevant time period, and thus is improperly joined as a party to this action. HMS Host USA, Inc. joins in this removal.

1 5. Pursuant to 28 U.S.C. § 1446(b), this removal is timely because  
 2 Defendants filed this removal within 30 days of their receipt of a copy of the  
 3 Summons and Complaint in the State Court Action.

4 6. Exhibit “A” constitutes all process, pleadings, and orders served on  
 5 Defendants in the State Court Action.

6 7. Defendants filed their Answer in the State Court Action on January 24,  
 7 2018. A true and correct copy of Defendants’ Answer is attached as Exhibit “B”.

### 8 **CAFA JURISDICTION**

9 8. Basis of Original Jurisdiction. This Court has original jurisdiction of  
 10 this action under CAFA. Section 1332(d)(2) and (4) provide that a district court  
 11 shall have original jurisdiction of a class action with one hundred (100) or more  
 12 putative class members, in which the matter in controversy, in the aggregate,  
 13 exceeds the sum or value of \$5 million. Section 1332(d)(2) further provides that  
 14 any member of the putative class must be a citizen of a state different from any  
 15 defendant.

16 9. As set forth below, pursuant to 28 U.S.C. § 1441(a), Defendants may  
 17 remove the State Court Action to federal court under CAFA because: (i) the amount  
 18 in controversy, in the aggregate, exceeds the sum or value of \$5,000,000, exclusive  
 19 of interest and costs; (ii) this action is pled as a class action and involves more than  
 20 one hundred (100) putative class plaintiffs; and (iii) members of the putative class  
 21 are citizens of a state different from Defendants.

### 22 **DIVERSITY OF CITIZENSHIP**

23 10. Plaintiff’s Citizenship. As alleged in the Complaint, Plaintiff a  
 24 resident of the State of California. (Complaint ¶ 10). Defendant is informed and  
 25 believes that Plaintiff was, at the time of the filing of the State Court Action, and  
 26 still is, a resident of the State of California. Residence is prima facie evidence of  
 27 domicile. *State Farm Mutual Auto Ins. Co. v. Dyer*, 19 F. 3d 514, 520 (10th Cir.  
 28 1994). Accordingly, Plaintiff is a citizen of the State of California.

1           11. Defendants’ Citizenship. Defendants are each citizens of the states of  
2 Delaware and Maryland. Pursuant to 28 U.S.C. § 1332(c), “a corporation shall be  
3 deemed to be a citizen of any State by which it has been incorporated and of the  
4 State where it has its principal place of business.” The United States Supreme  
5 Court has concluded that a corporation’s “principal place of business” is “where a  
6 corporation’s officers direct, control, and coordinate the corporation’s activities,” or  
7 its “nerve center.” *Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1192 (2010). “[I]n  
8 practice,” a corporation’s “nerve center” should “normally be the place where the  
9 corporation maintains its headquarters.” *Id.* “The public often (though not always)  
10 considers it the corporation’s main place of business.” *Id.* at 1193.

11           12. Host was, at the time the State Court Action was commenced in State  
12 Court, and still is, is a corporation formed in and incorporated under the laws of the  
13 State of Delaware. Pursuant to the *Hertz* nerve center test, Host has its principal  
14 place of business in Maryland. Host’s headquarters are located at 6905 Rockledge  
15 Drive # 1, Bethesda, Maryland 20817-7826. In addition, the majority of Host’s  
16 officers direct, control, and coordinate the corporation’s activities from that same  
17 address – 6905 Rockledge Drive #1, Bethesda, Maryland 20817-7826. HMS Host  
18 USA, Inc. is also incorporated in Delaware and has its headquarters and principal  
19 place of business located at 6905 Rockledge Drive # 1, Bethesda, Maryland 20817-  
20 7826.

21           13. Doe Defendants. Although Plaintiff has also named fictitious  
22 defendants “Does 1 through 20,” 28 U.S.C. § 1441(a) provides, “[f]or purposes of  
23 removal under this chapter, the citizenship of defendants sued under fictitious  
24 names shall be disregarded.” *See also Fristos v. Reynolds Metals Co.*, 615 F.2d  
25 1209, 1213 (9th Cir. 1980) (unnamed defendants are not required to join in a  
26 removal petition).

27           14. Minimal Diversity. Minimal diversity of citizenship is established,  
28 pursuant to CAFA, inasmuch as Plaintiff (who is a member of the putative class) is

1 a citizen of the State of California, and Defendants are each citizens of Delaware  
2 and Maryland.

3 15. Size of the Putative Class. Plaintiff asserted the State Court Action as  
4 a class action. While Plaintiff does not allege a specific class size, the relevant  
5 period for various claims made by Plaintiff is four years prior to the filing of the  
6 State Court Action. Four years prior to Plaintiff's filing of the Complaint is  
7 December 1, 2013. Between December 1, 2013 and Plaintiff's filing of her  
8 Complaint, Host employed approximately 6,507 individuals "as non-exempt  
9 employees in the State of California" (the putative class definition provided in the  
10 Complaint). Therefore, per the allegations of the Complaint, the putative class size  
11 is 6,507 individuals.

12 16. However, in an abundance of caution and to be conservative, Host has  
13 limited for purposes of this Removal the relevant class period to March 20, 2014 to  
14 the filing of Plaintiff's Complaint.<sup>2</sup> Between March 20, 2014 and the filing of  
15 Plaintiff's Complaint, Host employed 6,302 individuals "as non-exempt employees  
16 in the State of California." Therefore, under Host's limitation, the putative class  
17 size is 6,302.

#### 18 **AMOUNT IN CONTROVERSY UNDER CAFA**

19 17. Removal is appropriate when it is more likely than not that the amount  
20 is controversy exceeds the jurisdictional requirement, which in this case is  
21 \$5,000,000 in the aggregate. *See, e.g., Cohn v. PetsMart, Inc.*, 281 F.3d 837, 839-  
22 40 (9th Cir. 2002).

23 18. This action involves Plaintiff's alleged claims against Defendants for:  
24 failure to pay minimum wages, failure to pay overtime, failure to pay reporting time  
25 pay, failure to provide meal periods, failure to provide rest periods, failure to

26 \_\_\_\_\_  
27 <sup>2</sup> This limitation is based on a global settlement of ten class actions filed throughout  
28 California that Host entered into and that was preliminarily approved by the Court  
in *Washington, et al v. Host International, Inc.*, Case No. CIVRS1205929 (San  
Bernardino Superior Court) on March 19, 2014. The settlement contained a general  
release that applied to all of the claims asserted by Plaintiff here.

1 provide accurate itemized wage statements, failure to pay all wages due upon  
 2 separation of employment, and unfair competition. (Complaint ¶¶ 4, 24). Plaintiff's  
 3 Prayer for Relief seeks an award of compensatory damages, including  
 4 compensation for all unpaid wages, reporting time pay, benefits, penalties,  
 5 liquidated damages, restitution to the class, prejudgment interest, attorneys' fees  
 6 and costs, injunctive relief, and such other and further relief as the Court deems just  
 7 and proper. (See Complaint, Prayer for Relief).

8 19. Amount in Controversy. Without conceding that Plaintiff or the  
 9 purported class members are entitled to or could recover damages in any amount,  
 10 the amount in controversy in this putative class action, in the aggregate, is well in  
 11 excess of \$5,000,000, exclusive of interest and costs.

12 a. Variables.

- 13 • Although Plaintiff alleges that the class period dates back to December  
 14 1, 2013 (four years prior to the filing of the Complaint), to be  
 15 conservative, Host has limited its amount in controversy calculations  
 16 to the time period beginning March 20, 2014 (as discussed above), or  
 17 later depending on the statute of limitations applicable to each claim.
- 18 • During the period of December 1, 2014 to the date Plaintiff filed her  
 19 Complaint, applicable to Plaintiff's waiting time penalties claim,  
 20 approximately 3,350 putative class members separated from  
 21 employment with Host. The average hourly rate of pay among this  
 22 group is approximately \$12.67.
- 23 • During the period of December 1, 2016 to the present, applicable to  
 24 Plaintiff's wage statement claim, Host employed approximately 3,949  
 25 individuals "as non-exempt employees in the State of California."  
 26 These 3,949 individuals worked a total of 73,761 pay periods between  
 27 December 1, 2016 and the present.  
 28

1           b.     Claim #5: Failure to Timely Pay Wages Upon Separation. For  
2           purposes of this claim, Plaintiff defines a subclass of all non-exempt  
3           employees in the State of California “who separated their employment  
4           with Defendants at any time within three years prior to the filing of  
5           this action to the time the class is certified.” (Complaint ¶ 21.)  
6           Plaintiff alleges that “Defendants willfully failed to pay the Waiting  
7           Time Subclass all their earned wages upon termination, including, but  
8           not limited to, proper minimum wage and overtime compensation,  
9           meal period premiums, and rest period premiums either at the time of  
10          discharge or within seventy-two (72) hours of their leaving  
11          Defendants’ employ.” (Complaint ¶ 85.) California Labor Code  
12          Section 203 provides that a former employee shall receive regular  
13          daily wages for each day they were not paid, at their hourly rate, for up  
14          to thirty days. Approximately 3,350 members of the proposed class  
15          separated from employment during the three-year statutory period.  
16          Using the average final hourly rate of pay for these 3,350 putative  
17          class members, and conservatively assuming that the class members  
18          work only 8 hours per day, the amount in controversy for this claim  
19          would be approximately **\$10,186,680** (3,350 separated employees x 8  
20          hours x \$12.67 average rate x 30 days).

21          c.     Claim #6: Knowing and Intentional Failure to Comply with Itemized  
22          Employee Wage Statement Provisions. Plaintiff alleges that  
23          “Defendants have knowingly and intentionally failed to comply with  
24          Labor Code § 226(a) on wage statements that were provided to  
25          Plaintiff and Class Members...” in part because Defendants allegedly  
26          provided wage statements that were missing or inaccurately stated  
27          gross wages and net wages earned, total hours worked, all deductions,  
28          and all applicable hourly rates in effect during each respective pay

1 period. (Complaint ¶ 78.) Plaintiff, on behalf of herself and the  
 2 putative class, seeks penalties pursuant to Labor Code § 226(a) of \$50  
 3 per employee for the initial pay period in which a wage statement  
 4 violation occurred and \$100 per employee for each violation in a  
 5 subsequent pay period, not exceeding the maximum aggregate penalty  
 6 of \$4,000 per employee. (Complaint ¶ 81.) Approximately 3,949  
 7 members of the proposed class were employed by Host during the one-  
 8 year statutory period. Using the total number of pay periods worked  
 9 by each of the 3,949 members and the minimum statutory penalty of  
 10 \$50 for each violation, the amount in controversy for this claim would  
 11 be approximately **\$3,688,082** (\$50 penalty for each violation x 73,761  
 12 pay periods).

13 20. Total Amount in Controversy For Just Two Causes Of Action. Based  
 14 solely on just two of Plaintiff's causes of action, the class-wide amount in  
 15 controversy, conservatively estimated, is at least **\$13,874,762**. "As specified in §  
 16 1446(a), a defendant's notice of removal need include only a plausible allegation  
 17 that the amount in controversy exceeds the jurisdictional threshold; the notice need  
 18 not contain evidentiary submissions." *Dart Cherokee Basin Operating Co., LLC v.*  
 19 *Owens*, 135 S. Ct. 547, 549 (2014). A summary of the amount in controversy  
 20 discussed above is as follows:

Claim	Amount in Controversy
Failure to Timely Pay Wages Upon Separation	<b>\$10,186,680</b>
Failure to Provide Compliant Wage Statements	<b>\$3,688,082</b>
<b>TOTAL:</b>	<b>\$13,874,762</b>

21 21. Amount in Controversy for Remaining Causes of Action. The above  
 22 amounts exceed the \$5 million CAFA minimum before taking into account  
 23  
 24  
 25  
 26



1 Plaintiff's additional five claims for failure to pay minimum wages, failure to pay  
2 overtime, reporting time pay, failure to provide meal periods, and failure to provide  
3 rest periods, which are further evidence that the amount in controversy exceeds  
4 \$5,000,000, as already established above.

5 22. Total Amount in Controversy For All Causes of Action. Based on the  
6 claims described above, the class-wide amount in controversy, conservatively  
7 estimated, is well in excess of \$5,000,000.

8 23. Other Claims. In addition to the damages discussed above, Plaintiff  
9 also requests injunctive relief (among other forms of relief not calculated above),  
10 and liquidated damages pursuant to Labor Code § 1194.2 for the putative class  
11 members. (Complaint, Prayer for Relief.) No allegations in the Complaint allow  
12 Host to calculate the amount of these alleged damages and relief. However, Host  
13 points out the allegations to the Court as further evidence that the amount in  
14 controversy exceeds \$5,000,000, as already established above.

#### 15 ATTORNEY'S FEES

16 24. When the underlying substantive law provides for the award of  
17 attorneys' fees, a party may include that amount in their calculation of the amount  
18 in controversy. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998).  
19 Plaintiff has sought attorneys' fees in the Complaint which are permitted by Cal.  
20 Labor Code §§ 1194 and 1021.5 for the Labor Code violations alleged in the  
21 Complaint. They should therefore be included in analyzing the amount in  
22 controversy, if needed. Conservatively, we do not include them in the above  
23 calculations.

#### 24 NOTICE OF PARTY WITH FINANCIAL INTEREST

25 25. Pursuant to Civil Rule 40.2, a Notice of Party With Financial Interest  
26 is being filed concurrently with this Notice of Removal.

27  
28

**NOTICE**

26. As required by 28 U.S.C. § 1446(d), Defendants are providing written notice of the filing of this Notice of Removal to Plaintiff, and are filing a copy of this Notice of Removal with the Clerk of the Superior Court of the State of California, in and for the County of San Diego.

Dated: January 25, 2018

Respectfully submitted,

BAKER & HOSTETLER LLP

By: /s/ Vartan S. Madoyan  
Margaret Rosenthal  
*Email: mrosenthal@bakerlaw.com*  
Shareef S. Farag  
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*Attorneys for*  
HOST INTERNATIONAL, INC.; HMS  
HOST USA, INC.

BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

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BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

**PROOF OF SERVICE**

I, Hien Tran, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, California 90025-7120. On **January 25, 2018**, I served a copy of the within document(s): **NOTICE OF REMOVAL OF ACTION TO FEDERAL COURT**

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill in the care and custody of **Golden State Overnight**, and causing the envelope to be delivered to a **Golden State Overnight** agent for delivery on the next business day.
- by placing document(s) listed above in the care and custody of Ace Attorney Services for personal delivery to the person(s) at the address(es) set forth below. Proof of service to be filed after completion of service.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
Simon Kwak  
**AEGIS LAW FIRM, PC**  
9811 Irvine Center Drive., Suite 100  
Irvine, CA 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

*Attorney for Plaintiff*  
*Sera Garcia*

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on **January 25, 2018** at Los Angeles, California.

\_\_\_\_\_  
Hien Tran

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SERA GARCIA, individually, and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Kashif Haque, SBN 218672, Samuel Wong, SBN 217104, Jessica Campbell, SBN 280626, Simon Kwak, SBN 297362, AEGIS LAW FIRM, 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618, 949-379-6250

DEFENDANTS

HOST INTERNATIONAL, INC., a Delaware corporation; HMS Host USA, Inc., a Delaware corporation; and DOES 1 through 20, inclusive,

County of Residence of First Listed Defendant Maryland (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Margaret Rosenthal SBN 147501, Shareef S. Farag SBN 251650, Vartan Madoyan SBN 279015, Nicholas Poper SBN 293900, BAKER & HOSTETLER, 11601 Wilshire Blvd., Ste. 1400, LA, CA 90025

'18CV0173 GPC BLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes options for Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, and Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. Section 1332, 1441, and 1446. Brief description of cause: Wage and hour class action subject to removal under the Class Action Fairness Act (CAFA)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Richard Seeborg (N.D. Cal) DOCKET NUMBER 3:17-cv-03069-RS

DATE 01/25/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Vartan S. Madoyan

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

**PROOF OF SERVICE**

I, Hien Tran, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, California 90025-7120. On **January 25, 2018**, I served a copy of the within document(s): **CIVIL COVER SHEET**

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill in the care and custody of **Golden State Overnight**, and causing the envelope to be delivered to a **Golden State Overnight** agent for delivery on the next business day.
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- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
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Facsimile: (949) 379-6251

*Attorney for Plaintiff*  
*Sera Garcia*

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on **January 25, 2018** at Los Angeles, California.

Hien Tran

# **EXHIBIT A**

**ELECTRONICALLY FILED**

Superior Court of California,  
County of San Diego

12/01/2017 at 03:35:54 PM

Clerk of the Superior Court  
By Marivel Martinez-Frengel, Deputy Clerk

1 **AEGIS LAW FIRM, PC**  
2 KASHIF HAQUE, State Bar No. 218672  
3 SAMUEL A. WONG, State Bar No. 217104  
4 JESSICA L. CAMPBELL, State Bar No. 280626  
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7 Telephone: (949) 379-6250  
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9 Attorneys for Plaintiff SERA GARCIA, individually,  
10 and on behalf of all others similarly situated.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN DIEGO**

13 SERA GARCIA, individually and on behalf  
14 of all others similarly situated,

15 Plaintiff,

16 vs.

17 HOST INTERNATIONAL, INC., a  
18 Delaware corporation; HMS HOST USA,  
19 INC., a Delaware corporation; and DOES 1  
20 through 20, inclusive,

21 Defendants.

Case No. 37-2017-00046403-CU-OE-CTL

**CLASS ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Pay Reporting Time Pay;
4. Failure to Provide Meal Periods;
5. Failure to Permit Rest Breaks;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

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**CLASS ACTION COMPLAINT**

1 Plaintiff SERA GARCIA, individually, and on behalf of others similarly situated,  
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Sera Garcia ("Plaintiff") brings this putative class action against  
5 defendants Host International, Inc., HMS Host USA, Inc., and DOES 1 through 20, inclusive  
6 (collectively, "Defendants"), on behalf of herself individually and a putative class of California  
7 citizens who are and were employed by Defendants as non-exempt employees throughout  
8 California.

9 2. Defendants are in the business of staffing airport shops with personnel in the  
10 State of California.

11 3. Through this action, Plaintiff alleges that Defendants have engaged in a  
12 systematic pattern of wage and hour violations under the California Labor Code and Industrial  
13 Welfare Commission ("TWC") Wage Orders, all of which contribute to Defendants' deliberate  
14 unfair competition.

15 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have  
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) failing to pay all wages (including minimum wages and overtime  
18 wages);
- 19 (b) failing to pay reporting time pay;
- 20 (c) failing to provide lawful meal periods or compensation in lieu thereof;
- 21 (d) failing to authorize or permit lawful rest breaks or provide compensation  
22 in lieu thereof;
- 23 (e) failing to provide accurate itemized wage statements; and
- 24 (f) failing to pay all wages due upon separation of employment.

25 5. Plaintiff seeks monetary relief against Defendants on behalf of herself and all  
26 others similarly situated in California to recover, among other things, unpaid wages and  
27 benefits, interest, attorneys' fees, costs and expenses, and penalties pursuant to Labor Code §§  
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1 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1198, § 5 of the applicable IWC Wage  
2 Order, and Code of California Civil Procedure § 1021.5.

3 **JURISDICTION AND VENUE**

4 6. This is a class action pursuant to California Code of Civil Procedure § 382. The  
5 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits  
6 of the Superior Court and will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California  
8 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all  
9 causes, except those given by statutes to other courts. The statutes under which this action is  
10 brought do not specify any other basis for jurisdiction.

11 8. This Court has jurisdiction over all Defendants because, upon information and  
12 belief, they are citizens of California, have sufficient minimum contacts in California, or  
13 otherwise intentionally avail themselves of the California market so as to render the exercise of  
14 jurisdiction over them by the California courts consistent with traditional notions of fair play  
15 and substantial justice.

16 9. Venue is proper in this Court because, upon information and belief, Defendants  
17 reside, transact business, or have offices in this county, and the acts and omissions alleged  
18 herein took place in this county.

19 **THE PARTIES**

20 10. Plaintiff is a California resident and worked for Defendants at its California  
21 business location(s) during the relevant time periods as alleged herein.

22 11. Plaintiff is informed and believes, and thereon alleges that at all times  
23 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage  
24 Orders as employers, whose employees were and are engaged throughout this county and the  
25 State of California.

26 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein  
27 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this  
28

1 Complaint and serve such fictitiously named defendants once their names and capacities  
2 become known.

3 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20  
4 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants  
5 at all relevant times.

6 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted  
7 in all respects pertinent to this action as the agent of the other defendant, carried out a joint  
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant  
9 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as  
10 the employer and/or joint employer of Plaintiff and the class members.

11 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
12 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or  
13 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on  
14 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,  
15 the official policy of Defendants.

16 16. At all relevant times, Defendants, and each of them, acted within the scope of  
17 such agency or employment, or ratified each and every act or omission complained of herein.  
18 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of  
19 each and all the other Defendants in proximately causing the damages herein alleged.

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

23 **CLASS ACTION ALLEGATIONS**

24 18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of  
25 herself and all others similarly situated who were affected by Defendants' Labor Code,  
26 Business and Professions Code §§ 17200, and IWC Wage Order violations.

27 19. All claims alleged herein arise under California law for which Plaintiff seeks  
28 relief authorized by California law.

1           20. Plaintiff's proposed class consists of and is defined as follows:

2                   Class

3           All California citizens currently or formerly employed by Defendants as non-  
4           exempt employees in the State of California within four years prior to the filing of  
5           this action to the time the class is certified ("Class").

6           21. Plaintiff also seeks to certify the following subclass of employees:

7                   Waiting Time Subclass

8           All Class Members who separated their employment with Defendants at any time  
9           within three years prior to the filing of this action to the time the class is certified  
10          ("Subclass" or "Waiting Time Subclass").

11          22. Plaintiff reserves the right to modify or re-define the Class, establish additional  
12          subclasses, or modify or re-define any class or subclass definition as appropriate based on  
13          investigation, discovery, and specific theories of liability.

14          23. Members of the Class and the Subclass described above will be collectively  
15          referred to as "Class Members."

16          24. There are common questions of law and fact as to the Class Members that  
17          predominate over any questions affecting only individual members including, but not limited to,  
18          the following:

19               (a) Whether Defendants failed to pay Plaintiff and Class Members all wages  
20               (including minimum wages and overtime wages) for all hours worked by  
21               Plaintiff and Class Members, including, but not limited to .

22               (b) Whether Defendants required Plaintiff and Class Members to work over  
23               8 hours per day, over twelve (12) hours per day, and/or over forty (40)  
24               hours per week and failed to pay them overtime compensation at the  
25               proper rate.

26               (c) Whether Defendants failed to pay sufficient wages when Plaintiff and  
27               Class Members reported to work as scheduled or instructed, but were  
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sent home without being put to work or furnished less than half of the usual or scheduled day's work.

- (d) Whether Defendants deprived Plaintiff and Class Members of timely meal periods, uninterrupted meal periods, and/or required Plaintiff and Class Members to work through meal periods without compensation.
- (e) Whether Defendants deprived Plaintiff and Class Members of timely rest breaks, uninterrupted rest breaks, and/or required Plaintiff and Class Members to work through rest periods.
- (f) Whether Defendants failed to provide Plaintiff and Class Members accurate itemized wage statements.
- (g) Whether Defendants failed to timely pay Plaintiff and the Waiting Time Subclass all wages due upon termination or within seventy-two (72) hours of resignation.
- (h) Whether Defendants' conduct was willful or reckless.
- (i) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code §§ 17200, *et seq.*

25. There is a well-defined community of interest in this litigation and the proposed Class and Subclass are readily ascertainable:

(a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated to be greater than one hundred (100) individuals. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

(b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries

1 sustained by the Class Members because they arise out of and are caused by Defendants'  
2 common course of conduct as alleged herein.

3 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the  
4 interests of all Class Members because it is in her best interest to prosecute the claims alleged  
5 herein to obtain full compensation and penalties due to her and the Class Members. Plaintiff's  
6 attorneys, as proposed class counsel, are competent and experienced in litigating large  
7 employment class actions and versed in the rules governing class action discovery,  
8 certification, and settlement. Plaintiff has incurred and, throughout the duration of this action,  
9 will continue to incur attorneys' fees and costs that have been and will be necessarily expended  
10 for the prosecution of this action for the substantial benefit of the Class Members.

11 (d) Superiority: The nature of this action makes use of class action  
12 adjudication superior to other methods. A class action will achieve economies of time, effort,  
13 and expense as compared with separate lawsuits and will avoid inconsistent outcomes because  
14 the same issues can be adjudicated in the same manner for the entire Class and Subclass at the  
15 same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently  
16 manage this case as a class action.

17 (e) Public Policy Considerations: Employers in the State of California  
18 violate employment and labor laws every day. Current employees are often afraid to assert their  
19 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing  
20 actions because they believe their former employers might damage their future endeavors  
21 through negative references and/or other means. Class actions provide class members who are  
22 not named in the complaint with a type of anonymity that allows for the vindication of their  
23 rights while affording them privacy protections.

#### 24 GENERAL ALLEGATIONS

25 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other  
26 California residents as non-exempt employees at Defendants' California business location(s).

27 27. Defendants continue to employ non-exempt employees within California.  
28

1           28. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals  
3 who were knowledgeable about California's wage and hour laws, employment and personnel  
4 practices, and the requirements of California law.

5           29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
6 should have known that Plaintiff and Class Members were entitled to receive wages for all time  
7 worked (including minimum wages and overtime wages) and that they were not receiving all  
8 wages earned for work that was required to be performed. In violation of the Labor Code and  
9 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum  
10 wages and overtime wages) for all hours worked.

11           30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
12 should have known that Plaintiff and Class Members were entitled to receive at least two (2),  
13 but no more than four (4) hours, of reporting time pay at the employee's regular rate of pay  
14 when an employee is required to report for work, but is not put to work or is furnished less than  
15 half of their usual or scheduled day's work.

16           31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
17 should have known that Plaintiff and Class Members were entitled to receive all lawful meal  
18 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular  
19 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the  
20 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all lawful  
21 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members'  
22 regular rate of pay when they did not receive a timely, uninterrupted meal period.

23           32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
24 should have known that Plaintiff and Class Members were entitled to receive lawful rest breaks  
25 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of  
26 pay when a rest breaks were missed, late, and/or interrupted. In violation of the Labor Code and  
27 IWC Wage Orders, Plaintiff and Class Members did not receive all lawful rest breaks or  
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1 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay  
2 when a rest breaks were missed, late, and/or interrupted.

3 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
4 should have known that Plaintiff and Class Members were entitled to receive itemized wage  
5 statements that accurately showed the following information pursuant to the Labor Code: (1)  
6 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units  
7 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all  
8 deductions, provided that all deductions made on written orders of the employee may be  
9 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period  
10 for which the employee is paid; (7) the name of the employee and only the last four digits of his  
11 or her social security number or an employee identification number other than a social security  
12 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable  
13 hourly rates in effect during the pay period and the corresponding number of hours worked at  
14 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members  
15 were not provided with accurate itemized wage statements.

16 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
17 should have known that the Waiting Time Subclass was entitled to timely payment of wages  
18 due upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass  
19 did not receive payment of all wages within permissible time periods.

20 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
21 should have known they had a duty to compensate Plaintiff and Class Members, and  
22 Defendants had the financial ability to pay such compensation but willfully, knowingly, and  
23 intentionally failed to do so in order to increase Defendants' profits.

24 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief  
25 against Defendants on behalf of herself and all Class Members to recover, among other things,  
26 unpaid wages (including minimum wages and overtime wages), unpaid meal period premium  
27 payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and  
28 expenses.

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**FIRST CAUSE OF ACTION**

**FAILURE TO PAY MINIMUM WAGES**

(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

39. During the relevant time period, Defendants paid Plaintiff and Class Members less than minimum wages when they failed to pay proper compensation for all hours worked, including time worked off-the-clock and during missed and/or interrupted meal periods. To the extent these hours do not qualify for the payment of overtime, Plaintiff and Class Members were not being paid at least minimum wage for their work.

40. During the relevant time period, Defendants regularly failed to pay at least minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

41. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

42. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

**SECOND CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME**

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.



1           44. Labor Code § 1198 and the applicable IWC Wage Order provide that it is  
2 unlawful to employ persons without compensating them at a rate of pay either one and one-half  
3 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours  
4 worked by the person on a daily or weekly basis.

5           45. Specifically, the applicable IWC Wage Orders provide that Defendants are and  
6 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one  
7 and one-half times (1½) their regular rate of pay when working and for all hours worked in  
8 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first  
9 eight (8) hours of work on the seventh day of work in a workweek.

10           46. The applicable IWC Wage Orders further provide that Defendants are and were  
11 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times  
12 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours  
13 in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

14           47. California Labor Code § 510 codifies the right to overtime compensation at one  
15 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in  
16 a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh  
17 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours  
18 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the  
19 seventh day of work in a workweek.

20           48. Labor Code § 510 and the applicable IWC Wage Orders provide that  
21 employment of more than six days in a workweek is only permissible if the employer pays  
22 proper overtime compensation as set forth herein.

23           49. Plaintiff and Class Members were non-exempt employees entitled to the  
24 protections of California Labor Code §§ 510 and 1194.

25           50. During the relevant time period, Defendants required Plaintiff and Class  
26 Members to work in excess of eight (8) hours in a day and/or forty (40) hours in a week or for  
27 a seventh day in a workweek without paying Plaintiff and Class Members proper overtime  
28 wages for their work.

1           51. During the relevant time period, Defendants failed to pay Plaintiff and Class  
 2 Members overtime wages for all overtime hours worked when Plaintiff and Class Members  
 3 worked in excess of eight (8) hours in a day and/or forty (40) hours in a week or for a seventh  
 4 day of work in a workweek, or when Plaintiff and Class Members worked in excess of twelve  
 5 (12) hours in a day and/or in excess of eight (8) hours on the seventh day of work in a work  
 6 week. Further, Plaintiff and Class Members were required to work off-the-clock or through  
 7 meal periods or portions thereof without being compensated for all hours worked, which  
 8 caused Plaintiff and Class Members to not be paid overtime wages. To the extent these hours  
 9 qualify for the payment of overtime, Plaintiff and Class Members worked shifts of eight (8)  
 10 hours or more without being paid proper overtime wages.

11           52. In violation of state law, Defendants knowingly and willfully refused to perform  
 12 their obligations and compensate Plaintiff and Class Members for all wages earned and all  
 13 hours worked, including time worked off-the-clock and during missed and/or interrupted meal  
 14 periods as alleged above.

15           53. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of  
 16 overtime and double time compensation, as required by California law, violates the provisions  
 17 of Labor Code §§ 510 and 1198, and is therefore unlawful.

18           54. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to  
 19 recover their unpaid overtime and double time compensation as well as interest, costs, and  
 20 attorneys' fees.

21   **THIRD CAUSE OF ACTION**  
 22   **FAILURE TO PAY REPORTING TIME PAY**  
 23   (Violation of IWC Wage Order § 5)

24           55. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
 25 though fully set forth herein.

26           56. Section 5 of the applicable IWC Wage Order mandates that "[e]ach workday  
 27 that an employee is required to report to the work site and does report, but is not put to work or  
 28 is furnished less than half of his/her usual or scheduled day's work, the employer shall pay

1 him/her for half of the usual or scheduled day's work but in no event for less than two (2) nor  
2 more than four (4) hours at the employee's regular rate of pay. . . ."

3 57. Defendants maintained a policy and practice of not paying reporting time pay in  
4 whole or in part when Plaintiff and Class Members reported to work as scheduled, but were  
5 sent home for various reasons.

6 58. By their failure to provide reporting time pay, Defendants violated the  
7 provisions of the applicable section of the IWC Wage Order.

8 59. Plaintiff and Class Members are entitled to recover the unpaid balance of their  
9 reporting time wages, as well as interest, costs, and attorneys' fees.

10 **FOURTH CAUSE OF ACTION**  
11 **FAILURE TO PROVIDE MEAL PERIODS**

12 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

13 60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
14 though fully set forth herein

15 61. Labor Code § 226.7 provides that no employer shall require an employee to work  
16 during any meal period mandated by the IWC Wage Orders.

17 62. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall  
18 employ any person for a work period of more than five (5) hours without a meal period of not  
19 less than 30 minutes, except that when a work period of not more than six (6) hours will  
20 complete the day's work the meal period may be waived by mutual consent of the employer and  
21 the employee."

22 63. Labor Code § 512(a) provides that an employer may not require, cause, or permit  
23 an employee to work for a period of more than five (5) hours per day without providing the  
24 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if  
25 the total work period per day of the employee is not more than six (6) hours, the meal period  
26 may be waived by mutual consent of both the employer and the employee.

27 64. Labor Code § 512(a) also provides that an employer may not employ an  
28 employee for a work period of more than ten (10) hours per day without providing the employee

1 with a second meal period of not less than thirty (30) minutes, except that if the total hours  
2 worked is no more than twelve (12) hours, the second meal period may be waived by mutual  
3 consent of the employer and the employee only if the first meal period was not waived.

4 65. During the relevant time period, Plaintiff and Class Members did not receive  
5 compliant meal periods for working more than five (5) and/or ten (10) hours per day because  
6 their meal periods were missed, late, short, and/or interrupted.

7 66. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order  
8 requires an employer to pay an employee one (1) additional hour of pay at the employee's  
9 regular rate of compensation for each work day that a compliant meal period is not provided.

10 67. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal  
11 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)  
12 and section 11 of the applicable IWC Wage Order.

13 68. As a result of Defendants' failure to pay Plaintiff and Class Members an  
14 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and  
15 Class Members suffered and continue to suffer a loss of wages and compensation.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PERMIT REST BREAKS**

18 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

19 69. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
20 though fully set forth herein.

21 70. Labor Code § 226.7(a) provides that no employer shall require an employee to  
22 work during any rest period mandated by the IWC Wage Orders.

23 71. Section 12 of the applicable IWC Wage Order states "[e]very employer shall  
24 authorize and permit all employees to take rest periods, which insofar as practicable shall be in  
25 the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the  
26 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major  
27 fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.  
28



1 applicable hourly rates in effect during the pay period and the corresponding number of hours  
2 worked at each hourly rate by the employee.

3 78. During the relevant time period, Defendants have knowingly and intentionally  
4 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff  
5 and Class Members due, in part, to the allegations set forth herein concerning unpaid wages  
6 (including minimum and overtime wages), reporting time pay, meal period, and rest period  
7 violations. Further, the wage statements Plaintiff and Class Members received were facially  
8 unlawful. Defendants provided Plaintiff and Class Members with wage statements that were  
9 missing or inaccurately stated one or more of the following items: (1) gross wages earned, (2)  
10 total hours worked by the employee, (3) the number of piece-rate units earned and any  
11 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided  
12 that all deductions made on written orders of the employee may be aggregated and shown as  
13 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is  
14 paid, (7) the name of the employee and the last four digits of his or her social security number  
15 or an employee identification number other than a social security number, (8) the name and  
16 address of the legal entity that is the employer, and/or (9) all applicable hourly rates in effect  
17 during the pay period and the corresponding number of hours worked at each hourly rate by the  
18 employee.

19 79. As a result of Defendants' knowing and intentional failure to comply with Labor  
20 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their  
21 statutorily-protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an  
22 injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor  
23 Code § 226(a). Plaintiff and Class Members were denied both their legal right to receive, and  
24 their protected interest in receiving, accurate itemized wage statements under Labor Code  
25 § 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage  
26 statements, Defendants prevented Plaintiff and Class Members from determining if all hours  
27 worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff has had  
28 to file this lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiff

1 to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and  
2 incur these costs had Defendants provided the accurate hours worked, wages earned, and rates  
3 of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment of  
4 wages from Defendants.

5 80. Plaintiff and Class Members are entitled to recover from Defendants the greater  
6 of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or  
7 fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred  
8 dollars (\$100.00) per employee for each violation in subsequent pay periods in an amount not  
9 exceeding four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

10 81. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff  
11 and Class Members from knowing, understanding, and disputing the wages paid to them and  
12 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'  
13 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and  
14 Class Members have suffered an injury, in the exact amount of damages and/or penalties to be  
15 shown according to proof at trial.

16 82. Class Members that are still employed by Defendants are also entitled to  
17 injunctive relief under California Labor Code § 226(h), compelling Defendants to comply with  
18 California Labor Code § 226. Accordingly, affected Class Members seek the recovery of  
19 attorneys' fees and costs incurred in obtaining this injunctive relief.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

22 (Violation of Labor Code §§ 201, 202, and 203)

23 83. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
24 though fully set forth herein.

25 84. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,  
26 the wages earned and unpaid at the time of discharge are due and payable immediately, and that  
27 if an employee voluntarily leaves his or her employment, his or her wages shall become due  
28 and payable not later than seventy-two (72) hours thereafter, unless the employee has given

1 seventy-two (72) hours previous notice of an intention to quit, in which case the employee is  
2 entitled to his or her wages at the time of quitting.

3 85. During the relevant time period, Defendants willfully failed to pay the Waiting  
4 Time Subclass all their earned wages upon termination, including, but not limited to, proper  
5 minimum wage and overtime compensation, meal period premiums, and rest period premiums  
6 either at the time of discharge or within seventy-two (72) hours of their leaving Defendants'  
7 employ.

8 86. Defendants' failure to pay the Waiting Time Subclass all their earned wages at  
9 the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is  
10 in violation of Labor Code §§ 201 and 202.

11 87. Labor Code § 203 provides that if an employer willfully fails to pay wages owed  
12 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202,  
13 then the wages of the employee shall continue as a penalty from the due date at the same rate  
14 until paid or until an action is commenced; but the wages shall not continue for more than thirty  
15 (30) days.

16 88. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover  
17 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass  
18 members' regular daily wages at their regular hourly rate of pay for each day they were not  
19 paid, up to a maximum of thirty (30) days.

20 **EIGHTH CAUSE OF ACTION**

21 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

22 (Violation of Business and Professions Code §§ 17200, *et seq.*)

23 89. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
24 though fully set forth herein.

25 90. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of  
26 unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice .  
27 ..."



1           91. A violation of California Business and Professions Code §§ 17200, *et seq.*, may  
2 be predicated on a violation of any state or federal law. In the instant case, Defendants' policies  
3 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to  
4 suffer injuries-in-fact.

5           92. Defendants' policies and practices violated state law in at least the following  
6 respects:

- 7           (a) Failing to pay all wages earned (including minimum wage and overtime  
8 wages) to Plaintiff and Class Members in violation of Labor Code §§  
9 510, 1194, 1194.2, 1197, and 1198.
- 10           (b) Failing to pay all reporting time pay to Plaintiff and Class Members in  
11 violation of § 5 of the applicable IWC Wage Order.
- 12           (c) Failing to provide compliant meal periods without paying Plaintiff and  
13 Class Members premium wages for every day said meal periods were not  
14 provided in violation of Labor Code §§ 226.7 and 512.
- 15           (d) Failing to authorize or permit compliant rest breaks without paying  
16 Plaintiff and Class Members premium wages for every day said rest  
17 breaks were not authorized or permitted in violation of Labor Code §  
18 226.7.
- 19           (e) Failing to provide Plaintiff and Class Members with accurate itemized  
20 wage statements in violation of Labor Code § 226.
- 21           (f) Failing to timely pay all earned wages to the members of the Waiting  
22 Time Subclass upon separation of employment in violation of Labor  
23 Code §§ 201, 202, and 203.

24           93. As alleged herein, Defendants systematically engaged in unlawful conduct in  
25 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages  
26 (minimum and overtime wages), failing to pay all reporting time pay, failing to provide meal  
27 periods and rest breaks or compensation in lieu thereof, failing to furnish accurate wage  
28

1 statements, and failing to pay all wages due and owing upon separation of employment in a  
2 timely manner, all in order to decrease their costs of doing business and increase their profits.

3 94. At all relevant times herein, Defendants held themselves out to Plaintiff and  
4 Class Members as being knowledgeable concerning the labor and employment laws of  
5 California.

6 95. At all times relevant herein, Defendants intentionally avoided paying Plaintiff  
7 and Class Members wages and monies, thereby creating for Defendants an artificially lower  
8 cost of doing business in order to undercut their competitors and establish and/or gain a greater  
9 foothold in the marketplace.

10 96. As a result of Defendants' intentional, willful, purposeful, and wrongful  
11 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,  
12 Plaintiff and Class Members suffered a loss of wages and monies, all in an amount to be shown  
13 according to proof at trial.

14 97. By violating the foregoing statutes and regulations as herein alleged,  
15 Defendants' acts constitute unfair and unlawful business practices under California Business  
16 and Professions Code §§ 17200, *et seq.*

17 98. As a result of the unfair and unlawful business practices of Defendants, as  
18 alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and  
19 restitution in an amount to be shown according to proof at trial.

20 99. Plaintiff seeks to enforce important rights affecting the public interest within the  
21 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged  
22 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,  
23 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class  
24 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil  
25 Procedure § 1021.5.

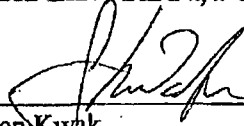
26 **PRAYER FOR RELIEF**

27 Plaintiff, on her own behalf and on behalf of all others similarly situated, prays for relief  
28 and judgment against Defendants, jointly and severally, as follows:

- 1           1.     For certification under California Code of Civil Procedure § 382 of the proposed
- 2 Class, Waiting Time Subclass, and any other appropriate subclasses;
- 3           2.     For appointment of Sera Garcia as the class representative;
- 4           3.     For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
- 5           4.     For compensatory damages in an amount according to proof at trial;
- 6           5.     For an award of damages in the amount of unpaid compensation including, but
- 7 not limited to, unpaid wages, reporting time pay, benefits, and penalties;
- 8           6.     For economic and/or special damages in an amount according to proof at trial;
- 9           7.     For liquidated damages pursuant to Labor Code § 1194.2;
- 10          8.     For statutory penalties to the extent permitted by law, including those pursuant
- 11 to the Labor Code and IWC Wage Orders;
- 12          9.     For injunctive relief as provided by the California Labor Code and California
- 13 Business and Professions Code §§ 17200, *et seq.*;
- 14          10.    For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 15          11.    For an order requiring Defendants to restore and disgorge all funds to each
- 16 employee acquired by means of any act or practice declared by this Court to be unlawful,
- 17 unfair, or fraudulent and, therefore, constituting unfair competition under Business and
- 18 Professions Code §§ 17200, *et seq.*;
- 19          12.    For pre-judgment interest;
- 20          13.    For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
- 21 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
- 22 226(e) and 1194; and
- 23          14.    For such other relief as the Court deems just and proper.

24  
25 Dated: December 1, 2017

**AEGIS LAW FIRM, PC**

26  
27 By:   
 Simon Kwak  
 Attorneys for Plaintiff Sera Garcia

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: December 1, 2017

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_

  
Simon Kwak  
Attorneys for Plaintiff Sera Garcia

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

HOST INTERNATIONAL, INC., a Delaware corporation; HMS HOST USA, INC., a Delaware corporation; and DOES 1 through 20, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SERA GARCIA, individually and on behalf of all others similarly situated,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

12/01/2017 at 03:35:54 PM

Clerk of the Superior Court  
By Marivel Martinez-Frengel, Deputy Clerk

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos arrendados por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Superior Court San Diego Hall of Justice  
330 W. Broadway  
San Diego, CA 92101

CASE NUMBER:  
(Número del Caso): 37-2017-00046403-CU-0E-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Kashif Haque, Esq., AEGIS LAW FIRM, PC, 9811 Irvine Ctr Dr, Ste 100, Irvine, CA 92618, 949-379-6250

DATE: 12/05/2017  
(Fecha)

Clerk, by  
(Secretario)

*M. Martinez-Frengel*  
M. Martinez-Frengel

Deputy  
(Adjunto)

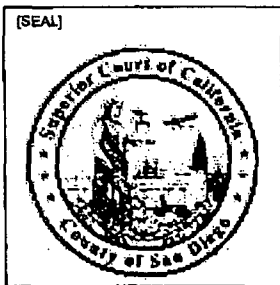
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served!

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):

- 3.  on behalf of (specify): HMS Host USA, Inc., a Delaware corporation  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  CCP 416.70 (conservatee)  
 CCP 416.20 (defunct corporation)  CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify): Form UNKNOWN

- 4.  by personal delivery on (date): 12/27/17



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>AEGLIS LAW FIRM, PC</b> Kashif Haque(SBN: 218672) Simon Kwak (SBN: 297362) 9811 Irvine Center Dr., Suite 100 Irvine, California 92618 TELEPHONE NO.: <b>949-379-6250</b> FAX NO: <b>949-379-6251</b> ATTORNEY FOR (Name): <b>Plaintiff Sera Garcia</b>	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego <b>12/01/2017</b> at 03:35:54 PM Clerk of the Superior Court By Marivel Martinez-Frengel, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Diego</b> STREET ADDRESS: <b>330 West Broadway</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>San Diego, CA 92101</b> BRANCH NAME: <b>Hall of Justice</b>	CASE NUMBER: <b>37-2017-00046403-CU-DE-CTL</b>  JUDGE: <b>Judge Joan M. Lewis</b> DEPT:
CASE NAME: <b>Garcia v. Host International, Inc.</b>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23) <b>Non-PI/PD/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (16)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): **8**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **December 1, 2017**  
**Simon Kwak**

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7065	
PLAINTIFF(S) / PETITIONER(S): Sera Garcia	
DEFENDANT(S) / RESPONDENT(S): Host International Inc et.al.	
SERA GARCIA VS HOST INTERNATIONAL INC [IMAGED]	
<b>NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE</b>	CASE NUMBER: 37-2017-00046403-CU-OE-CTL

**CASE ASSIGNMENT**

Judge: Joan M. Lewis

Department: C-65

**COMPLAINT/PETITION FILED: 12/01/2017**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	05/11/2018	10:15 am	C-65	Joan M. Lewis

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

**MANDATORY eFILE:** Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at [www.onelegal.com](http://www.onelegal.com). Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

**COURT REPORTERS:** Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



Superior Court of California  
County of San Diego

NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

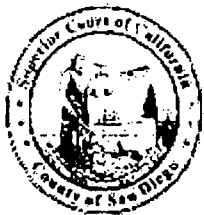
On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "**IMAGED FILE**" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.





## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2017-00046403-CU-OE-CTL CASE TITLE: Sera Garcia vs Host International Inc [IMAGED]

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### **Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<b>FOR COURT USE ONLY</b>
PLAINTIFF(S): Sera Garcia	
DEFENDANT(S): Host International Inc et.al.	
SHORT TITLE: SERA GARCIA VS HOST INTERNATIONAL INC [IMAGED]	
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	CASE NUMBER: 37-2017-00046403-CU-OE-CTL

Judge: Joan M. Lewis

Department: C-65

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 12/05/2017

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT B**

BAKER & HOSTETLER LLP  
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7 npoper@bakerlaw.com

8 Attorneys for HOST INTERNATIONAL, INC. and  
HMS HOST USA, INC.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN DIEGO**

11 SERA GARCIA, individually and on behalf  
12 of all others similarly situated,

13 Plaintiff,

14 v.

15 HOST INTERNATIONAL, INC., a  
Delaware corporation; HMS HOST USA,  
16 INC., a Delaware Corporation; and DOES 1  
through 20, inclusive,

17 Defendants.  
18

Case No.: 37-2017-00046403-CU-OE-CTL

**'18CV0173 GPC BLM**

**ANSWER TO PLAINTIFF'S UNVERIFIED  
CLASS-ACTION COMPLAINT**

Action Filed: December 1, 2017

19  
20 Host International, Inc. ("Host") and HMS Host USA, Inc. (together, "Defendants")  
21 hereby answer the unverified class-action complaint ("Complaint") of Sera Garcia ("Plaintiff") as  
22 follows:

23 **GENERAL DENIAL**

24 By virtue of the provisions of Section 431.30(d) of the California Code of Civil  
25 Procedure, Defendants deny each and every allegation contained in the Complaint and further  
26 deny that Plaintiff and/or any putative class members have been damaged or injured in the  
27 amount or manner alleged, or at all. Defendants also deny that they are liable to Plaintiff and/or  
28 any putative class members in any amount or manner whatsoever.

BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

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**AFFIRMATIVE DEFENSES**

Defendants assert and allege each of the following affirmative defenses set forth below.

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

1. Each purported cause of action in the Complaint fails to include facts sufficient to state a cause of action upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Not a Proper Class Action)**

2. Any recovery on the class allegations of the Complaint is barred because Plaintiff has failed to identify a proper and ascertainable class of plaintiffs. Additionally, Plaintiff is not an adequate representative of any putative class of plaintiffs; her claims are not typical; common questions of law or fact affecting the individual members of the class do not predominate; and/or a class action is neither manageable nor superior.

**THIRD AFFIRMATIVE DEFENSE**

**(Release)**

3. Each purported cause of action in the Complaint is barred, in whole or in part, to the extent it has been released by Plaintiff and/or any putative class members. By way of a specific example, all claims asserted in the Complaint that arose before March 19, 2014 are barred as a result of Host’s global settlement of ten separate class action lawsuits, which was preliminarily approved on March 19, 2014.

**FOURTH AFFIRMATIVE DEFENSE**

**(Consent)**

4. Each purported cause of action in the Complaint is barred, in whole or in part, because Plaintiff and/or the putative class members consented to the alleged improper conduct.

**FIFTH AFFIRMATIVE DEFENSE**

**(Offset)**

5. Defendants are entitled to setoff against any amount awarded to Plaintiff and/or the putative class members in this action for: (1) all overpayments of compensation, if any, to

1 Plaintiff and/or the putative class members; (2) other sums that Plaintiff and/or the putative class  
2 members received during the course of their respective employment with Host to which they were  
3 not entitled, if any; and (3) all other amounts that may lawfully be deducted from any amount  
4 awarded to Plaintiff and/or the putative class members.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Statute of Limitations)**

7 6. Each purported cause of action alleged in the Complaint is barred, in whole or in  
8 part, by the applicable limitations periods provided by law, including, but not limited to, those set  
9 forth in California Code of Civil Procedure §§ 338 and/or 340 and in California Business and  
10 Professions Code § 17208

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 **(Laches)**

13 7. Each purported cause of action alleged in the Complaint is barred, in whole or in  
14 part, by the equitable doctrine of laches inasmuch as Plaintiff has inexcusably and unreasonably  
15 delayed the filing of this action causing prejudice to Defendants.

16 **EIGHTH AFFIRMATIVE DEFENSE**

17 **(Limitation on Damages)**

18 8. Although Defendants deny that Plaintiff and/or the putative class members are  
19 entitled to any recovery under the Sixth Cause of Action in the Complaint, to the extent recovery  
20 is awarded, Plaintiff and/or the putative class members are limited to statutory penalties of \$50  
21 per violation.

22 **NINTH AFFIRMATIVE DEFENSE**

23 **(Waiver and Estoppel As to All Causes of Action)**

24 9. Plaintiff, by her own actions, has waived, in whole or in part, each purported cause  
25 of action alleged in the Complaint and is now estopped from bringing such causes of action.  
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27  
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ATTORNEYS AT LAW  
LOS ANGELES

**TENTH AFFIRMATIVE DEFENSE**

**(Waiver of Meal Periods and Rest Periods)**

10. The meal and rest period claims in the Complaint are barred, in whole or in part, to the extent that Plaintiff and/or the putative class members waived their entitlement to meal and rest periods, or voluntarily chose to skip or take short or late meal and rest periods.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Doctrine of Avoidable Consequences)**

11. Any potential recovery by Plaintiff and/or the putative class members is barred or, at a minimum, limited by the doctrine of avoidable consequences.

**TWELFTH AFFIRMATIVE DEFENSE**

**(No Violation)**

12. The purported cause of action alleged in the Complaint for violations of Labor Code § 226 is barred, in whole or in part, because the wage statements Plaintiff and/or the putative class members received included sufficient information to calculate the number of total hours worked, the number of overtime hours worked, and the applicable rates of pay, using simple arithmetic. In addition, Plaintiff and/or the putative class members received legally compliant wage statements that accurately identified the name and address of the employees' legal employer, which is Host International, Inc.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(De Minimis)**

13. The claims of Plaintiff and/or the putative class members, including but not limited to the off-the-clock claims alleged in the Complaint, fail in whole or in part under the *de minimis* doctrine. In addition, the damages (if any) associated with such claims are too speculative to be permitted.



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LOS ANGELES

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**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Due Process)**

14. Plaintiff and/or the putative class members are precluded from recovering penalties from Defendants to the extent such remedies would violate Defendants’ due process under the California and United States Constitutions.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Good Faith Dispute)**

15. The purported Seventh Cause of Action in the Complaint, and any claims derivative of the Seventh Cause of Action, are barred because at all relevant times in this matter Defendants had a good-faith belief that it had fully and properly paid Plaintiff and/or the putative class members all wages legally owed and therefore disputes any allegation that wages are owed and unpaid.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Duplicative Recovery)**

16. Recovery of penalties under the Sixth and Seventh Causes of Action in the Complaint are barred, in whole or in part, to the extent they are derivative of other allegations contained in the Complaint and would lead to impermissible, duplicative recovery.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Improper Joinder)**

17. Defendant HMS Host USA, Inc. never employed Plaintiff or the putative class members during the relevant time period. Accordingly, Plaintiff has improperly joined HMS Host USA, Inc. as a party to this action.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(LMRA Preemption and/or Failure to Exhaust Remedies)**

18. Each purported cause of action in the Complaint is barred, in whole or in part, because it is preempted by Section 301 of the Labor Management Relations Act (“LMRA”) and/or because Plaintiff failed to exhaust remedies set forth in the applicable collective bargaining agreement(s) (“CBA”) that covered her employment with Host.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(Reservation of Future Defenses)**

19. Defendants reserve the right to amend this pleading to include further affirmative defenses.

WHEREFORE, Defendants pray for judgment against Plaintiff as follows:

(a) For an Order dismissing Plaintiff's claims with prejudice, and entering judgment in favor of Defendants;

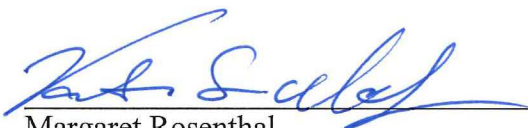
(b) For all reasonable costs and attorneys' fees incurred by Defendants in connection with the defense of this matter as available under the law; and

(c) For such other relief as the Court deems just and proper.

Dated: January 24, 2018

Respectfully submitted,

BAKER & HOSTETLER LLP

By: 

Margaret Rosenthal  
Shareef S. Farag  
Vartan Madoyan  
Nicholas D. Poper

Attorneys for  
HOST INTERNATIONAL, INC.; HMS  
HOST USA, INC.

BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

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**PROOF OF SERVICE**

I, Hien Tran, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, California 90025-7120. On **January 24, 2018**, I served a copy of the within document(s): **ANSWER TO PLAINTIFF'S CLASS-ACTION COMPLAINT**

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill in the care and custody of **Golden State Overnight**, and causing the envelope to be delivered to a **Golden State Overnight** agent for delivery on the next business day.

by placing document(s) listed above in the care and custody of Ace Attorney Services for personal delivery to the person(s) at the address(es) set forth below. Proof of service to be filed after completion of service.

by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
Simon Kwak  
**AEGIS LAW FIRM, PC**  
9811 Irvine Center Drive., Suite 100  
Irvine, CA 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

*Attorneys for Plaintiff  
Sera Garcia*

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

Executed on **January 24, 2018** at Los Angeles, California.

  
\_\_\_\_\_  
Hien Tran

BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wage and Hour Lawsuit Takes Issue with Airport Staffing Companies' Employment Policies](#)

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