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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 MOLLY HOFFMAN, individual, on behalf  
of herself and all others similarly situated,

16 Plaintiff,

17 v.

18 LEGOLAND CALIFORNIA, LLC, a  
19 Corporation, and DOES 1 through 10,  
inclusive,

20 Defendants.  
21  
22  
23  
24  
25

CASE NO.: 37-2017-00026357-CU-OE-CTL

**CLASS AND REPRESENTATIVE ACTION**

**FIRST AMENDED COMPLAINT FOR  
DAMAGES, RESTITUTION, INJUNCTIVE  
RELIEF AND CIVIL PENALTIES:**

**(1) FAILURE TO PAY WAGES OWED  
(LABOR CODE §§ 201, 202, and 203);**

**(2) UNFAIR BUSINESS PRACTICES  
(BUS. & PROF. CODE § 17200 et seq.); and**

**(3) PRIVATE ATTORNEYS GENERAL ACT  
OF 2004  
(LABOR CODE § 2698 et seq.).**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Molly Hoffman (hereinafter “Plaintiff”), by and through her attorneys of record,  
2 brings this action on behalf of herself and all persons similarly situated, against Defendant  
3 LEGOLAND California, LLC (hereinafter “Defendant” or “LEGOLAND”) on the following  
4 grounds:

### 5 **INTRODUCTION**

6 1. This class and representative action is brought on behalf of all former employees of  
7 Defendant in the state of California who held an hourly, non-exempt position with Defendant, and  
8 who were not paid all wages owed upon termination.

9 2. Plaintiff seeks damages, statutory penalties, civil penalties, injunctive relief, and  
10 restitution, as well as reasonable attorneys’ fees and litigation costs, as provided under California  
11 law.

12 3. All allegations in this First Amended Complaint (“FAC”) are based upon  
13 information and belief except for those allegations that specifically pertain to Plaintiff, which are  
14 based upon her own personal knowledge. Each allegation in this Complaint has evidentiary support  
15 or is likely to have evidentiary support after a reasonable opportunity for further investigation and  
16 discovery.

### 17 **JURISDICTION AND VENUE**

18 4. Plaintiff brings this action pursuant to California Code of Civil Procedure (“Code  
19 Civ. Proc.”) § 382 and California Business & Professions Code (“Bus. & Prof. Code”) § 17203 on  
20 behalf of herself, and on behalf of all other persons, as defined herein.

21 5. The Court has jurisdiction over this action pursuant to Code Civ. Proc. § 410.10.  
22 Defendant is licensed to do business, and is actually doing business, in the state of California. The  
23 amount in controversy, exclusive of interest, costs, and attorneys’ fees, exceeds the minimum  
24 jurisdictional amount for this Court.

25 6. Venue is proper in this judicial district pursuant to Code Civ. Proc. § 395(a).  
26 Defendant transacts business in San Diego County, and is otherwise within this Court’s jurisdiction  
27 for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff  
28 and those similarly situated within San Diego County and the state of California.

7. Pursuant to Rule 3.400 of the California Rules of Court this case shall be deemed a complex action because it is filed as a class action and may involve specialist case management, extensive discovery and evidence, difficult and/or novel issues, and may likely require extensive post-judgment supervision.

## FACTUAL ALLEGATIONS

8. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, all paragraphs of this FAC and the Complaint filed on July 18, 2017.

9. Plaintiff Molly Hoffman was employed by Defendant from approximately December 2011 until April 21, 2017. Over the course of her employment, Plaintiff held several hourly, non-exempt positions in LEGOLAND's education department, including guest service associate, trainer, and team lead.

10. At the beginning of her employment, and at various times throughout her tenure with Defendant, Plaintiff was provided with LEGOLAND uniforms of the sort, which she, and all other hourly employees, were required to wear during their scheduled shifts.

11. On or about April 7, 2017, Plaintiff gave Defendant a two week notice of her intent to terminate her employment. After working her last shift on the afternoon of April 21, 2017, Plaintiff inquired about her final paycheck and was told that she would receive it once she returned her uniforms.

12. Six days later, on April 27, 2017, Plaintiff returned all the LEGOLAND uniform apparel she had in her possession. However, Defendant still did not provide Plaintiff with her final paycheck. Rather, Plaintiff did not receive the wages she was owed until her final paycheck arrived in the mail on April 29, 2017 – eight days after she terminated her employment with Defendant and two days after she returned her uniforms.

13. Despite eventually providing Plaintiff with the actual wages she was owed, to date, Defendant has not paid Plaintiff any of the statutory waiting time penalties she is entitled to under Labor Code § 203.

14. On May 12, 2017, Plaintiff submitted notice (“the Notice”) to the Labor and Workforce Development Agency (“LWDA”) informing them of LEGOLAND’s alleged Labor

1 Code violations as required by Labor Code § 2698 et seq. A true and correct copy of the Notice is  
2 attached hereto as **Exhibit 1**, and is incorporated herein by this reference. As of the date of this  
3 pleading the LWDA has yet to respond to the Notice. As such, Plaintiff Hoffman filed a  
4 representative action pursuant to Labor Code § 2698 et seq.

5 15. Plaintiff believes that additional violations may be discovered and therefore reserves  
6 her right to allege additional violations of California law as investigation and discovery warrants. In  
7 the event Plaintiff discovers additional violations through the discovery process, Plaintiff will seek  
8 to amend the operative complaint as necessary.

### 9 **THE PARTIES**

#### 10 **I. PLAINTIFF**

11 16. Plaintiff Molly Hoffman, at all material times alleged herein:

- 12 (a) Was and is a resident of San Diego County;
- 13 (b) Was employed by Defendant in an hourly, non-exempt capacity from  
14 approximately December 2011 until April 21, 2017;
- 15 (c) Gave notice of her intent to terminate her employment with Defendant two  
16 weeks prior to her last day of work;
- 17 (d) Did not receive the wages owed to her until eight days after her last day of  
18 employment;
- 19 (e) Did not receive the statutory waiting time penalties she is entitled to pursuant  
20 to Labor Code § 203;
- 21 (f) Is a member of the Class identified herein;
- 22 (g) Is an “aggrieved employee” as defined by Labor Code § 2699(c); and
- 23 (h) Has complied with all requirements outlined in Labor Code § 2698 et seq.

#### 24 **II. DEFENDANT**

25 17. Defendant LEGOLAND California, LLC is a resort and theme park located in  
26 Carlsbad, California. According to its website (www.legoland.com), the company operates  
27 LEGOLAND California, SEA LIFE Aquarium, LEGOLAND Water Park and LEGOLAND Hotel.

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1           18.     The true names and capacities, whether individual, corporate, subsidiary, associate,  
2 partnership or otherwise of defendants Does 1 through 10, are unknown to Plaintiff, who therefore  
3 sues these defendants by such fictitious names pursuant to Code Civ. Proc. § 474. Plaintiff will  
4 amend the complaint to allege the true names and capacities of Does 1 through 10 when they are  
5 ascertained.

6           19.     At all times mentioned herein, acts alleged to have been done by Defendant are also  
7 alleged to have been done by the unascertained defendants mentioned above, and by each of their  
8 agents and employees who acted within the scope of their agency and/or employment.

9           20.     At all times mentioned herein, each defendant acted as an agent, servant, employee,  
10 co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things  
11 alleged herein acted within the course and scope of such agency, employment, alter ego and/or in  
12 furtherance of the joint venture.

13           21.     At all times mentioned herein, the acts and omissions of each of the defendants  
14 concurrently contributed to the various acts and omissions of each and every one of the other  
15 defendants in proximately causing the wrongful conduct, harm, and damages alleged herein. Each  
16 of the defendants approved of, condoned, and/or otherwise ratified each and every one of the acts or  
17 omissions complained of herein. Each defendant and all Doe defendants were and are acting with  
18 the authority of each and every other defendant and are acting as agents of each and every other  
19 defendant or Doe defendant.

20                                   **CLASS DEFINITION**

21           22.     The proposed Class consists of all former employees of Defendant in the state of  
22 California who held an hourly, non-exempt position with Defendant, who were not paid all wages  
23 owed upon termination, and who were not provided statutory waiting time penalties pursuant to  
24 Labor Code § 203, and who were subject to Defendant's unlawful, unfair and fraudulent business  
25 practices during the period commencing on the date that is within four years prior to the filing of the  
26 initial Complaint and through the present date (hereinafter the "Class Period"). To the extent that  
27 equitable or statutory tolling operates to toll the claims by the Class against Defendant, the Class  
28 Period should be adjusted accordingly.

23. Members of the proposed Class are all “employees” as the term is used in the California Labor Code and California Industrial Welfare Commission Wage Order No. 10-2001, which regulates wages, hours, and working conditions in the in the amusement and recreation industry.

## CLASS ALLEGATIONS

24. Plaintiff brings this action on behalf of herself, and on behalf of all persons within the defined Class.

25. This class action meets the statutory prerequisites for the maintenance of a class action, as set forth in Code Civ. Proc. § 382 and Code Civ. Code § 1781, in that:

- (a) The persons who comprise the Class are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the Class and will apply uniformly to every member of the Class, and as a practical matter, be dispositive of the interests of the other members not party to the adjudication;
- (c) The parties opposing the Class have acted or have refused to act on grounds generally applicable to the Class, thereby making final injunctive relief or declaratory relief appropriate with respect to the Class as a whole; and
- (d) Common questions of law and fact exist as to the members of the Class and predominate over any question affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
  - i. The interests of Class members in individually controlling the prosecution or defense of separate actions;
  - ii. The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
  - iii. The desirability or undesirability of concentrating the litigation of the

claims in this particular forum; and

iv. The likely difficulties in the managing a class action.

26. The Court should permit this action to be maintained as a class action pursuant to Code Civ. Proc. § 382 and Code Civ. § 1781 because:

- (a) Questions of law and fact common to the Class are substantially similar and predominate over any questions affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of Class Members' claims;
- (c) The members of the Class are so numerous that it is impractical to bring all Class Members before the Court;
- (d) Plaintiff's claims are typical of the claims of the Class;
- (e) Class Members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (f) There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties alleged, and in obtaining adequate compensation for the damages that Defendant's actions have inflicted upon the Class;
- (g) Plaintiff can fairly and adequately protect the interests of the Class;
- (h) There is a community of interest in ensuring that the combined assets and available insurance of Defendant is sufficient to adequately compensate the members of the Class for the injuries sustained; and
- (i) Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**  
3 **FAILURE TO PAY WAGES OWED UPON TERMINATION**  
4 **[Labor Code §§ 201, 202, and 203]**  
5 **(By Plaintiff and the Class Against All Defendants)**

6 27. Plaintiff realleges and incorporates by this reference, as though fully set forth herein,  
7 all paragraphs of this FAC and the Complaint filed on July 18, 2017.

8 28. Labor Code § 201(a) states: “If an employer discharges an employee, the wages  
9 earned and unpaid at the time of discharge are due and payable immediately.”

10 29. The term “wages” is defined in Labor Code § 200(a) to include “all amounts for  
11 labor performed by employees of every description, whether the amount is fixed or ascertained by  
12 the standard of time, task, piece, commission basis, or other method of calculation.” Subsection (b)  
13 further defines “labor” to include all “labor, work, or service whether rendered or performed under  
14 contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is  
15 performed personally by the person demanding payment.”

16 30. Under Labor Code § 202(a):

17 If an employee not having a written contract for a definite period quits  
18 his or her employment, his or her wages shall become due and payable  
19 not later than 72 hours thereafter, unless the employee has given 72  
20 hours previous notice of his or her intention to quit, in which case the  
21 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits  
22 without providing a 72-hour notice shall be entitled to receive  
23 payment by mail if he or she so requests and designates a mailing  
24 address. The date of the mailing shall constitute the date of payment  
25 for purposes of the requirement to provide payment within 72 hours of  
26 the notice of quitting.

27 31. Labor Code § 203 further provides:

28 If an employer willfully fails to pay, without abatement or reduction,  
in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any  
wages of an employee who is discharged or who quits, the wages of  
the employee shall continue as a penalty from the due date thereof at  
the same rate until paid or until an action therefor is commenced; but  
the wages shall not continue for more than 30 days.

29 32. Industrial Welfare Commission Wage Order 10-2001, which regulates the  
30 amusement and recreation industry, allows an employer to require a reasonable deposit for any



1 uniforms that are provided by the employer, or, with prior written authorization, to deduct from an  
2 employee's last paycheck the cost of any uniforms that were provided but not returned to the  
3 employer.

4 33. Plaintiff alleges that although she gave Defendant two weeks' advance notice of  
5 intent to terminate her employment with the company, she did not receive her final paycheck  
6 reflecting all the wages owed to her until eight days after her last shift. This is because as a matter  
7 of policy and practice, when an employee is terminated or resigns from LEGOLAND, Defendant  
8 withholds the employee's last paycheck pending receipt of all LEGOLAND uniforms in the  
9 employee's possession. This sort of "carrot and stick" approach is unlawful under California law.

10 34. As a consequence of Defendant's willful and deliberate refusal to tender such wages,  
11 Plaintiff and the other members of the Class are entitled to 30 days' wages as a waiting time penalty  
12 under to Labor Code § 203.

13 35. In addition, Plaintiff is entitled to, and does seek, an award of reasonable attorneys'  
14 fees and costs pursuant to Labor Code § 218.5.

15 **SECOND CAUSE OF ACTION**  
16 **UNFAIR COMPETITION**  
17 **[Bus. & Prof. Code § 17200 et seq.]**  
**(By Plaintiff and the Class Against All Defendants)**

18 36. Plaintiff realleges and incorporates by this reference, as though fully set forth herein,  
19 all paragraphs of this FAC and the Complaint filed on July 18, 2017.

20 37. As codified in Bus. & Prof. Code § 17200 et seq., California's Unfair Competition  
21 Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

22 38. The UCL permits a cause of action to be brought if a practice violates some other  
23 law. In effect, the "unlawful" prong of the UCL makes a violation of the underlying law a per se  
24 violation of Bus. & Prof. Code § 17200. *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel.*  
25 *Co.* (1999) 20 Cal.4th 163, 180. Virtually any law or regulation – federal or state, statutory or  
26 common law – can serve as predicate for a § 17200 "unlawful" violation. *See Farmers Ins. Exch. v.*  
27 *Sup. Ct.* (1992) 2 Cal.4th 377, 383.

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1           39. Under the UCL, a practice may be “unfair” even if not specifically proscribed by  
2 some other law. *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1143 [internal  
3 citations omitted]. According to the California Supreme Court, the “unfair” standard is intentionally  
4 broad to allow courts maximum discretion in prohibiting new schemes to defraud. *Cel-Tech*  
5 *Commc’ns, Inc., supra*, 20 Cal.4th 163, 180-81.

6           40. A business act or practice is deemed “fraudulent” under the UCL where “members of  
7 the public are likely to be deceived.” *Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36, 49.  
8 That is, a showing of actual deception, reasonable reliance, or damages is not required. *Id.* The  
9 “fraudulent” prong of the UCL can be used to attack the deceptive manner in which otherwise  
10 lawful contract terms are presented to an individual. *See Boschma v. Home Loan Ctr., Inc.* (2011)  
11 198 Cal.App.4th 230, 253.

12           41. As set forth in the preceding paragraphs, Defendant’s policy and practice violates all  
13 three prongs of California’s UCL.

14           42. For example, Defendant’s willful and deliberate failure to pay its employees all  
15 wages owed upon termination violates Labor Code §§ 201 and 202, and is thus a per se violation of  
16 Bus. & Prof. § 17200. *See Cel-Tech Commc’ns, Inc., supra*, 20 Cal.4th at 180. It also violates  
17 California’s long standing public policy favoring the prompt payment of wages. *See Smith v.*  
18 *Superior Court* (2006) 39 Cal.4th 77, 82 (“The public policy in favor of full and prompt payment of  
19 an employee’s earned wages is fundamental and well established.”).

20           43. Defendant also violates the unfair prong of the UCL by first requiring employees to  
21 return any uniforms in their possession before providing them with their final paychecks. This is  
22 precisely the sort of scheme to defraud that Bus. & Prof. Code § 17200 seeks to prohibit. *See Cel-*  
23 *Tech Commc’ns, Inc., supra*, 20 Cal.4th 163, 181 (“When a scheme is evolved which on its face  
24 violates the fundamental rules of honesty and fair dealing, a court of equity is not impotent to  
25 frustrate its consummation because the scheme is an original one . . .”).

26           44. Finally, Defendant’s failure to provide Class Members with the statutory penalties  
27 owed under Labor Code § 203 is not only unlawful, but constitutes a fraudulent business practice  
28 under the UCL. This is particularly true as Class Members are unlikely to be aware of their

1 entitlement to such penalties, and absent payment of such penalties, Defendant receives a  
2 substantial windfall.

3 45. As a direct and proximate result of Defendant's unlawful, unfair, and fraudulent  
4 business practices, Plaintiff and the other members of the Class have suffered injury-in-fact and  
5 have lost wages and reimbursements rightfully owed to them.

6 46. Through its unlawful, unfair, and fraudulent conduct, Defendant reaped, and  
7 continues to reap, benefits and profits at the expense of Class Members. Pursuant to Bus. & Prof.  
8 Code § 17203, Defendant should be enjoined from this activity and made to disgorge all ill-gotten  
9 gains and restore to Plaintiff and the other members of the Class, the statutory penalties wrongfully  
10 withheld from them.

11 47. Moreover, the unlawful, unfair, and fraudulent conduct alleged herein is continuing,  
12 and there is no indication that Defendant will refrain from such activity in the future. Plaintiff  
13 believes and alleges that if Defendant is not enjoined from the conduct described herein, it will  
14 continue to violate California laws and public policy. Accordingly, Plaintiff requests that the Court  
15 issue preliminary and permanent injunctions.

16 **THIRD CAUSE OF ACTION**  
17 **PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**  
18 **[Labor Code § 2698 et seq.]**  
**(By Plaintiff and All Aggrieved Employees Against All Defendants)**

19 48. Plaintiff realleges and incorporates by this reference, as though fully set forth herein,  
20 all paragraphs of this FAC and the Complaint filed on July 18, 2017.

21 49. Labor Code § 2698 et seq., also known as the Private Attorney General Act of 2004  
22 ("PAGA"), expressly provides that any provision of the California Labor Code allowing for a civil  
23 penalty to be assessed and collected by the LWDA, or any of its departments, divisions,  
24 commissions, boards agencies or employees, for a violation of the Labor Code, may be recovered  
25 through a civil action brought by an aggrieved employee on behalf of himself or herself, and other  
26 current or former employees. These penalties are in addition to any other relief available under the  
27 Labor Code, and pursuant to § 2699(i), must be allocated 75 percent to the LWDA and 25 percent  
28 to the aggrieved employees.

1           50.     Plaintiff and those she represents are aggrieved employees within the meaning of  
2 Labor Code § 2699(c), in that they are all former employees of Defendant, and Defendant has  
3 committed one or more violations against them.

4           51.     As set forth above, Defendant has committed, and continues to commit, numerous  
5 violations for which the Labor Code entitles Plaintiff, as a private attorney general, to recover, on  
6 behalf of herself, all aggrieved employees, and the general public, attorneys' fees and costs, as well  
7 as statutory penalties against Defendant, for violations of Labor Code §§ 201-203 and 2699(f).

8           52.     Labor Code § 2699(f) provides in pertinent part:

9                   For all provisions of this code except those for which a civil penalty is  
10                   specifically provided, there is established a civil penalty for a violation  
11                   of these provisions as follows:

12                   . . .

13                   (2) If, at the time of the alleged violation, the person employs one or  
14                   more employees, the civil penalty is one hundred dollars (\$100) for  
15                   each aggrieved employee per pay period for the initial violation and  
16                   two hundred dollars (\$200) for each aggrieved employee per pay  
17                   period for each subsequent violation.

18           53.     Plaintiff has complied with the procedures specified in Labor Code § 2699.3. A letter  
19 was sent to the LWDA by uploading the document on its website on May 12, 2017, giving notice of  
20 Plaintiff's intent to assert the rights granted to her under PAGA. The Notice was simultaneously  
21 sent by certified mail to Defendant through its agent for service of process. Attached hereto as  
22 **Exhibit 1** is a true and correct copy of the Notice that was sent to the LWDA and Defendant, and is  
23 incorporated herein by this reference.

24           54.     The LWDA had until July 17, 2017, to provide notice of whether it intended to  
25 investigate the alleged violations. As of the date of this FAC, the LWDA has not provided notice of  
26 whether it intends to investigate the alleged violations. Therefore, under Labor Code § 2699.3,  
27 Plaintiff has the right to pursue her claims under PAGA on behalf of herself and all other aggrieved  
28 employees.

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1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of herself and the other members of the Class, prays for judgment against  
3 Defendant and in favor of the Class as follows:

- 4 1. For an order determining that this action may be maintained as a class action with the  
5 named Plaintiff as the Class Representative;
- 6 2. For the attorneys appearing on the above caption to be named Class Counsel;
- 7 3. For an order determined that this action may be maintained as a representative action  
8 with the named Plaintiff as the representative;
- 9 4. For statutory waiting time penalties, pursuant to Labor Code § 203;
- 10 5. For restitution from Defendant's unfair and unlawful business practices;
- 11 6. For civil penalties, pursuant to Labor Code § 2698 et seq.;
- 12 7. For attorneys' fees and costs pursuant to Labor Code §§ 218.5 and § 2699(g)(1);
- 13 8. For appropriate equitable relief, including but not limited to injunctive relief;
- 14 9. For appropriate declaratory relief; and
- 15 10. For all such other and further relief, the Court may deem just and proper.

16  
17 Dated: October 4, 2017

CLARK LAW GROUP  
SIGNATURE REDACTED

18  
19 R. Craig Clark  
20 Monique R. Rodriguez  
21 Attorneys for Plaintiff and the Putative Class

22 Dated: October 4, 2017

PETTERSEN & BARK  
SIGNATURE REDACTED

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25 William D. Pettersen  
26 Attorneys for Plaintiff and the Putative Class  
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**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues triable to a jury.

Dated: October 4, 2017

**CLARK LAW GROUP**  
**SIGNATURE REDACTED**

  
\_\_\_\_\_  
R/Craig Clark  
Monique B. Rodriguez  
Attorneys for Plaintiff and the Putative Class

Dated: October 4, 2017

**PETTERSEN & BARK**  
**SIGNATURE REDACTED**

\_\_\_\_\_  
William D. Pettersen  
Attorneys for Plaintiff and the Putative Class

# **EXHIBIT 1**

# **EXHIBIT 1**

# CLARK LAW GROUP

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- Phone: (619) 239-1321 • Facsimile: (888) 273-4554 •
- [www.clarklawyers.com](http://www.clarklawyers.com) •

May 12, 2017

Labor and Workforce Development Agency  
Attn: PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

Re: Hoffman v. Merlin Entertainments Group U.S. Holdings Inc. d.b.a. LEGOLAND California LLC

Dear Administrator,

The purpose of this letter is to inform you that Molly Hoffman, on behalf of herself and all others similarly situated, intends to assert the legal rights granted to her by the Labor Code's Private Attorneys General Act of 2004, as set forth in Labor Code § 2698 et seq. ("the Act"). This letter serves to satisfy the notice requirements of the Act and will also be sent by certified mail to Ms. Hoffman's former employer, Merlin Entertainments Group U.S. Holdings Inc. d.b.a. LEGOLAND California LLC ("LEGOLAND"), through its agent for service of process.

Ms. Hoffman was employed by LEGOLAND from approximately December 2011 until April 21, 2017. During her employment with LEGOLAND, Ms. Hoffman held several hourly, non-exempt positions in the company's education department, including guest service associate, trainer, and team lead. At the start of her employment, and at various times throughout her tenure, Ms. Hoffman was provided with LEGOLAND uniforms, which she was required to wear during each shift that she worked.

After providing LEGOLAND with a two-week notice, Ms. Hoffman terminated her employment with the company on April 21, 2017. Under Labor Code § 202, Ms. Hoffman was entitled to receive the wages owed to her on her last day of employment. However, as a matter of company policy, LEGOLAND unlawfully withholds an employee's final paycheck until the employee has returned all uniform attire in his or her possession. Even then, despite returning her uniforms to LEGOLAND on April 27, 2017, Ms. Hoffman did not receive her final paycheck until it arrived in the mail on April 29, 2017 – eight days after she terminated her employment with the company and two days after she returned all of her uniforms.



Labor Code § 201 provides, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to Labor Code § 202, an employer has up to 72 hours to pay an employee who quits his or her employment without notice. However, where the employee has given notice of his or her intention to quit, as Ms. Hoffman did, the employee’s wages are due and payable on the employee’s last day of employment. Labor Code § 203(a) states, “If an employer willfully fails to pay, without abatement or reduction . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, not only did Ms. Hoffman receive her final paycheck from LEGOLAND eight days after it was due to her, it did not include any of the penalties she is entitled to under Labor Code § 203.

Industrial Welfare Commission Wage Order 10-2001, which regulates the amusement and recreation industry, allows an employer to require a reasonable deposit for any uniforms that are provided by the employer, or, with prior written authorization, to deduct from an employee’s last paycheck the cost of any uniforms that were provided but not returned to the employer. As such, while LEGOLAND may have been entitled to withhold the cost of the uniforms it provided to Ms. Hoffman until she returned them, under California law the company was not entitled to withhold *all* of her wages. Moreover, even if LEGOLAND did not withhold Ms. Hoffman’s wages pending receipt of her uniforms, as detailed above, the company nonetheless failed to pay her on the last day of her employment and failed to pay the statutory penalties she was then entitled to under Labor Code § 203.

Ms. Hoffman contends that LEGOLAND’s conduct violates Labor Code §§ 201-203 and Wage Order 10-2001, and is a per se violation of Business and Professions Code § 17200 et seq., which prohibits unlawful, unfair, or fraudulent business practices. Ms. Hoffman further contends that the Labor Code entitles her, as a private attorney general, to recover civil penalties on behalf of herself and all other aggrieved employees, as well as attorneys’ fees and costs. More specifically, because Ms. Hoffman alleges that LEGOLAND’s conduct violates provisions of the Labor Code that are expressly enumerated under Labor Code § 2699.5, the Act establishes a default civil penalty and a private right of action for Ms. Hoffman, as an aggrieved employee, to bring a civil action to enforce those provisions. Pursuant to Labor Code § 2699(g)(1), if Ms. Hoffman prevails in such an action, she is entitled to an award of reasonable attorneys’ fees and costs.

Senate Bill 1809, which was approved as emergency legislation in 2004, amended the Act to impose a procedural “notice” requirement on any aggrieved employee intending to pursue an action under the Act. The notice provision is codified in Labor Code § 2699.3, and requires that the aggrieved employee or representative give written notice to the Labor and Workforce Development Agency and to the employer, of the provisions of the Labor Code that are alleged to have been violated. This notice must include the facts and theories to support the alleged violation. By sending this letter, Ms. Hoffman is complying with the Act’s statutory notice requirement.

LEGOLAND deprived Ms. Hoffman, as well as all other former employees, of their statutorily protected rights under the Labor Code. Ms. Hoffman seeks to stop LEGOLAND’s

unlawful conduct and to provide a remedy for the harm alleged. In order to comply with the Act, Ms. Hoffman has placed LEGOLAND on notice by mailing a certified copy of this correspondence to its agent for service of process.

Sincerely,  
SIGNATURE REDACTED

Dawn M. Berry / U  
Attorney for Molly Hoffman

cc: CT Corporation System  
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