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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN FRANCISCO
10 CIVIL UNLIMITED

11 JANE DOE, Individually and on Behalf of
12 all Similarly Situated Individuals,

13 Plaintiff,

14 vs.

15 NORTH PACIFIC SEAFOODS, INC.;;
16 INTERNCONTINENTAL HOTELS
GROUP PLC.; and DOES 1 THROUGH
17 100, inclusive,

18 Defendants.

Case No.

CLASS ACTION COMPLAINT FOR
DAMAGES [C.C.P. § 382]

COMPLAINT FOR VIOLATIONS OF:

1. False Imprisonment
2. Nonpayment of Wages
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Indemnification for Losses Caused by
Employer's Negligence
6. Unlawful Business Practices

DEMAND FOR JURY TRIAL

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INTRODUCTION

JANE DOE¹, individually and on behalf of similarly situated individuals, (“Plaintiff”) brings this class action against Defendants NORTH PACIFIC SEAFOODS, INC. (“North Pacific”), INTERCONTINENTAL HOTELS GROUP PLC (“IHG”), and Does 1 through 100 (collectively “Defendants”), and alleges, upon information and belief, except as to her own actions, the investigation of her counsel, and the facts that are a matter of public record, as follows:

1. Plaintiff brings this action to obtain damages and restitution, as well as injunctive relief, individually and on behalf of the proposed class defined below (“Class”), against Defendants, which Plaintiff contends unlawfully imprisoned her and the Class, forced them to work without pay, and denied them minimum wages and overtime wages for all hours worked in violation of the Labor Code, Penal Code, Business and Professions Code, and other California laws.

2. Class Members are seasonal workers who are employed by Defendant North Pacific to process seafood at its Red Salmon Cannery in Naknek, Alaska between June and August 2020.

3. On June 10, 2020, in advance of the salmon season at Red Salmon Cannery, North Pacific arranged for Class Members to travel to a holding area at the Crowne Plaza Los Angeles Airport Hotel (“Crowne Plaza LAX”)—owned and operated by Defendant IHG—where North Pacific directed Class Members to fill out employment paperwork in cramped quarters without observing the safe social distancing and hygiene practices mandated by the City of Los Angeles’s Public Health Order for the mitigating the spread of COVID-19.

4. North Pacific subsequently held Class Members in individual hotel rooms for 4 days pending precautionary COVID-19 testing. Unsurprisingly, three Class Members tested positive for COVID-19, whereupon North Pacific confined all Class Members to their rooms for 11 more days, where they remain today.

¹ Plaintiff brings this action under a fictitious name pursuant to *Doe v. Lincoln Unified School Dist.* (2010) 188 Cal.App.4th 758 to protect her privacy and protect against the risk of retaliation. This risk is particularly high here given that she and all putative class members are currently confined under the control of Defendants.

1 5. While confined, Class Members have been employed by North Pacific at all times but
2 have not been paid. They have been provided no more than two meals per day and have not been
3 allowed to leave their hotel rooms for any reason, including for exercise or to purchase additional
4 food and supplies. In order to enforce the confinement, North Pacific has threatened Class
5 Members with termination and IHG has deactivated their hotel room key cards to prevent Class
6 Members from exiting and re-entering their rooms.

7 6. Plaintiff asserts claims pursuant to Section 382 of the California Code of Civil Procedure,
8 individually and on behalf of the following class of individuals:

9 7. All individuals who applied for seasonal jobs at North Pacific Seafood Inc.'s
10 Red Salmon Cannery and were confined by Defendants to hotel rooms at the
11 Crowne Plaza Los Angeles Airport Hotel on June 10, 2020.

12 8. Plaintiff seeks actual or compensatory damages, restitution, equitable relief, costs and
13 expenses of litigation, including attorneys' fees, and all additional and further relief that may be
14 available and that the Court may deem appropriate and just under all of the circumstances.

15 **JURISDICTION AND VENUE**

16 9. This class action is brought pursuant to Section 382 of the California Code of Civil
17 Procedure and seeks to remedy Defendants' violations of, *inter alia*, California state law,
18 including the Labor Code, UCL, Penal Code, common law, and orders promulgated by the
19 Industrial Welfare Commission ("IWC" or "IWC Orders"), arising from and related to
20 Defendants' forced confinement of Plaintiff and the Class and Defendant North Pacific's failure
21 to pay minimum and overtime wages, as well as related misconduct.

22 10. Venue is proper in this Court because, *inter alia*, Defendants engage and perform
23 business activities in and throughout the State of California, including San Francisco County,
24 and the events that are the basis for this complaint occurred in this county.

25 **PARTIES**

26 11. Plaintiff Doe is a resident of Mexico who applied for seasonal summer work from June
27 through August 2020 at North Pacific's Red Salmon Cannery in Naknek, Alaska. During the
28 course of her employment by North Pacific, Doe was placed in forced confinement at the Crowne

1 Plaza LAX. Plaintiff has worked for North Pacific for 24 hours per day but was denied minimum
2 wage and overtime and, as a result of her confinement, suffered emotional distress.

3 12. Defendant North Pacific Seafood, Inc. is a Washington corporation with its principal
4 place of business located at 4 Nickerson Street, Suite 400, Seattle, Washington 98109. North
5 Pacific Seafood, Inc. is in the business of canning and processing seafood.

6 13. Defendant InterContinental Hotel Group plc is a United Kingdom company with its
7 principal place of business located at 3 Ravinia Drive, Suite 100, Atlanta, Georgia 30346. IHG
8 maintains substantial ongoing business operations throughout the United States, including Los
9 Angeles County, and is a multinational hospitality company that owns and operates the Crowne
10 Plaza LAX in which the Class Members have been confined.

11 14. The true names and capacities of DOES 1 through 100, inclusive, are unknown to Plaintiff
12 who sues such Defendants by use of such fictitious names. Plaintiff will amend this complaint to
13 add the true names when they are ascertained. Plaintiff is informed and believes and thereon
14 alleges that each of the fictitiously named Defendants is legally responsible for the occurrences
15 herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by their
16 conduct.

17 **FACTUAL ALLEGATIONS**

18 **North Pacific Seafood's Red Salmon Cannery Hires Seasonal Workers to Process Seafood** 19 **from June through August**

20 15. North Pacific operates seven seafood processing plants throughout the coastal regions of
21 Alaska, including the Red Salmon Cannery in the village of Naknek.

22 16. Every summer, North Pacific hires seasonal workers from around the world, including
23 from the United States, Mexico, and Europe, to work at the Red Salmon Cannery for the duration
24 of the salmon season, from June through August. At the peak of the salmon season, the Red
25 Salmon Cannery employs approximately 500 workers.

26 17. North Pacific advertises the job as grueling work, requiring lifting up to 50 pounds
27 repeatedly throughout a shift while standing on one's feet in a cold and moist environment for 16
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1 hours per day, 7 days per week. North Pacific attracts potential workers by promising extensive
2 overtime wages, round-trip transportation to the Red Salmon Cannery from their point of hire,
3 lodging, and meals.

4 **North Pacific Transported Class Members to the Crowne Plaza LAX and Directed Them to**
5 **Fill Out Paperwork in Close Proximity to One Another in Violation of Safe Social**
6 **Distancing Rules**

7 18. On or around June 2, 2020, North Pacific hired approximately 150 employees to work at
8 the Red Salmon Cannery from June through August 2020.

9 19. On June 10, 2020, North Pacific arranged for these employees—mostly Spanish-speaking
10 persons from southern California and various states in Mexico—to travel to Los Angeles to
11 undergo tests for COVID-19 prior to travelling to Naknek and beginning processing work for the
12 season.

13 20. North Pacific held Class Members at the Crowne Plaza LAX and placed them together in
14 a holding area with instructions to fill out paperwork. During this period, Class Members were
15 instructed to share pens and forced to remain in close proximity with one another for up to six
16 hours, in direct violation of the COVID-19 social distancing measures required by the June 1,
17 2020 Public Order issued by the City of Los Angeles.

18 **Defendants Tested Class Members for COVID-19 and Confined Them to Their Hotel**
19 **Rooms for Four Days Without Pay Pending the Test Results**

20 21. After paperwork had been filled out, each Class Member was directed to his or her own
21 hotel room. Nurses visited each room and performed COVID-19 tests on all Class Members.
22 North Pacific then ordered Class Members to remain in their rooms for the next 4 days until the
23 tests had been processed.

24 22. While Class Members were given key cards to access their rooms, IHG deactivated each
25 worker's key card after its initial use to prevent Class Members from subsequently exiting and re-
26 entering their rooms.

27 **After Three Workers Tested Positive for COVID-19, Defendants Confined Class Members**
28 **to Their Hotel Rooms for an Additional Eleven Days Without Pay**

29 23. On June 14, 2020, the day on which North Pacific was meant to transport Class Members

1 to the Red Salmon Cannery, three of the workers tested positive for COVID-19.

2 24. In light of the test results, North Pacific implemented a mandatory quarantine by ordering
3 Class Members to remain confined to their hotel rooms at the Crowne Plaza LAX until June 25,
4 2020.

5 25. North Pacific informed Class Members that they would not receive any pay for the
6 duration of their confinement at the Crowne Plaza LAX.

7 26. North Pacific also informed Class Members that if they violated their confinement they
8 would be immediately terminated. Workers terminated for violating their confinement would not
9 be provided any pay for the time they had already spent in confinement.

10 27. North Pacific and IHG provided only two meals per day to Class Members during their
11 confinement.

12 28. Class Members were not permitted to leave their rooms to purchase additional food or
13 supplies, or to exercise; nor could they order additional food or supplies by phone through the
14 Crowne Plaza LAX's room-service.

15 29. North Pacific left a note at each Class Member's room on the fifth day of confinement,
16 stating: "I know this is not what you expected but given the circumstances we appreciate your
17 patience. Every third day you will receive a snack bag to cheer you up. ☺." North Pacific
18 provided no compensation or remuneration beyond the occasional snack bag in exchange for
19 confining its employees without pay.

20 **As a Result of Their Forced Confinement Without Pay, Class Members Suffered Financial**
21 **Hardship and Emotional Distress**

22 30. Class Members travelled to Los Angeles in reliance on the promise of hourly employment
23 from June 10, 2020 through August 2020.

24 31. As a result of their forced confinement without pay, Class Members lost out on other
25 valuable employment opportunities, including opportunities at other seafood processing plants for
26 the summer season.

27 32. Moreover, Class Members suffered emotional distress from being forcibly confined under
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1 economic duress.

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3 **CLASS ACTION ALLEGATIONS**

4 33. Plaintiff brings the following causes of action as a class action pursuant to Section 382 of
5 the California Code of Civil Procedure, on behalf of herself and the following class:

6 All individuals who applied for seasonal jobs at North Pacific Seafood Inc.'s Red
7 Salmon Cannery and were confined by Defendants to hotel rooms at the Crowne
8 Plaza Los Angeles Airport Hotel on June 10, 2020.

9 34. Plaintiff reserves the right to amend this Class definition if discovery or further
10 investigation demonstrate that the Class should be expanded or otherwise modified.

11 35. Plaintiff and other members of the Class have uniformly been deprived of their liberty and
12 wages due under the law;

13 36. The members of the Class are so numerous that joinder of all members would be
14 impracticable.

15 37. There are questions of law and fact common to the members of the Class that predominate
16 over any questions affecting only individual members, including:

- 17 • Whether Defendants' conduct constitutes human trafficking in violation of the
18 California Penal Code;
- 19 • Whether Defendants' conduct constitutes false imprisonment;
- 20 • Whether Defendants failed to pay Plaintiff for all hours of work in violation of
21 California law;
- 22 • Whether Defendants' conduct violates the California Labor Code;
- 23 • Whether Defendants' conduct violates Section 17200 of the California Business
24 and Professions Code;
- 25 • Whether Defendants' conduct otherwise violates California law; and
- 26 • Whether, as a result of Defendants' misconduct, Plaintiff and class members are
27 entitled to damages, restitution, equitable relief or other damages and relief, and, if so, the
28 amount and nature of such relief.

1 38. Plaintiff is a member of the Class who suffered damages as a result of Defendant's
2 conduct and actions alleged herein.

3 39. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff has no
4 interests antagonistic to those of the Class and is not subject to any unique defenses.

5 40. Plaintiff will fairly and adequately represent and protect the interests of all members of
6 the Class and has retained attorneys experienced in class action and complex litigation.

7 41. The questions of law and fact common to the members of the Class predominate over any
8 questions affecting only individual members, including legal and factual issues relating to
9 liability and damages.

10 42. A class action is superior to all other available methods for the fair and efficient
11 adjudication of this controversy for, inter alia, the following reasons:

- 12 • It is economically impractical for members of the Class to prosecute individual
13 actions;
- 14 • The Class is readily definable;
- 15 • Prosecution as a class action will eliminate the possibility of repetitious litigation;
16 and
- 17 • A class action will enable claims to be handled in an orderly and expeditious
18 manner, will save time and expense, and will ensure uniformity of decisions.

19 43. Plaintiff does not anticipate any difficulty in the management of this litigation.

20 **FIRST CAUSE OF ACTION**
21 **FALSE IMPRISONMENT**

22 44. Plaintiff hereby realleges and incorporates by reference all paragraphs above as if set forth
23 in detail herein.

24 45. Defendants intentionally deprived Plaintiff of her freedom of movement by confining her
25 to her hotel room, ordering her not to leave, and deactivating her hotel key to prevent exit and re-
26 entry.

27 46. Defendants enforced Plaintiff's confinement through unreasonable economic duress—by
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1 withholding her pay and threatening to terminate her employment if she left.

2 47. Defendants confined Plaintiff on June 10, 2020 and informed her she would remain
3 confined until June 25, 2020.

4 48. Plaintiff did not voluntarily consent to confinement without pay.

5 49. As a result of the confinement, Plaintiff suffered monetary loss in the form of wages and
6 lost opportunity for other employment, as well as emotional distress.

7 50. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

8 51. Such conduct is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
9 action, for emotional distress, loss of time, and the unpaid balance of the amount of unpaid
10 wages, including interest thereon, as well as the assessment of any other civil and statutory
11 penalties, against Defendants.

12 **SECOND CAUSE OF ACTION**
13 **NONPAYMENT OF WAGES**
14 **(Cal. Labor Code §§ 216, 218; 8 CCR § 11030)**

15 52. Plaintiff hereby realleges and incorporates by reference all paragraphs above as if set forth
16 in detail herein.

17 53. The Industrial Welfare Commission's Wage Order 3-2001, which applies to workers in
18 the canning, freezing, and preserving industry—including Plaintiff—defines "hours worked" as
19 the time during which an employee is subject to the control of an employer.

20 54. Under the Supreme Court's decision in *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th
21 575, compensable hours worked under the wage order include time during which employees are
22 not working but are nonetheless foreclosed from activities in which they might otherwise be
23 engaged if they were not under the control of their employer.

24 55. Plaintiff was subject to the control of North Pacific for the duration of her confinement by
25 Defendants, and thus performed work for North Pacific for 24 hours per day from June 10, 2020
26 to the present.

27 56. Plaintiff was entitled to be paid for each hour in which she was under North Pacific's
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1 control. During this time, she was foreclosed from numerous activities in which she might
2 otherwise engage if she were not confined to her hotel room, including exercising and visiting a
3 store or restaurant to purchase food or supplies.

4 57. North Pacific violated and continues to violate California Labor Code § 216 and 8 CCR
5 11030 by willfully refusing to pay wages due and payable to Plaintiff for all hours worked.

6 58. Such conduct is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
7 action, for the unpaid balance of the amount of unpaid wages, including interest thereon, and
8 reasonable attorneys' fees and costs of suit, as well as the assessment of any other civil and
9 statutory penalties against Defendants.

10 **THIRD CAUSE OF ACTION**
11 **FAILURE TO PAY MINIMUM WAGES**
12 **(Cal. Labor Code §§ 204, 1194, 1197; 8 CCR § 11030)**

13 59. Plaintiff realleges and incorporates the above allegations by reference as if set forth fully
14 herein.

15 60. The minimum wage in Los Angeles County for 2020 is \$15.00 per hour.

16 61. As discussed above, North Pacific failed to compensate Plaintiff at a rate not less than the
17 minimum wage for all hours worked in violation of the California Labor Code, including sections
18 204, 1194 and 1197.

19 62. Such conduct is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
20 action, for the unpaid balance of the amount of unpaid wages, including interest thereon, and
21 reasonable attorneys' fees and costs of suit, as well as the assessment of any other civil and
22 statutory penalties against Defendants.

23 **FOURTH CAUSE OF ACTION**
24 **FAILURE TO PAY OVERTIME WAGES**
25 **(Cal. Labor Code §§ 204, 510, 1194 & 1198; 8 CCR § 11030)**

26 63. Plaintiff hereby realleges and incorporates by reference all paragraphs above as if set forth
27 in detail herein.

28 64. As discussed above, as a result of Plaintiff's confinement, Plaintiff regularly worked for

1 24 hours per day.

2 65. North Pacific knew that Plaintiff was confined and in its control for 24 hours per day.

3 66. Plaintiff was entitled to one and one-half times her regular rate of pay for all hours
4 worked in excess of eight hours and below twelve hours per day, and for the first eight hours
5 worked on her seventh consecutive day of work.

6 67. Plaintiff was entitled to two times her regular rate of pay for all hours worked in excess of
7 twelve hours per day, and for all hours worked in excess of eight hours on her seventh
8 consecutive day of work.

9 68. At all relevant times, Defendants failed to pay Plaintiff overtime wages.

10 69. Such conduct is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
11 action, for the unpaid balance of the amount of unpaid wages, including interest thereon, and
12 reasonable attorneys' fees and costs of suit, as well as the assessment of any other civil and
13 statutory penalties against Defendants.

14 **FIFTH CAUSE OF ACTION**
15 **INDEMNIFICATION FOR LOSSES CAUSED BY EMPLOYER'S NEGLIGENCE**
16 **(Labor Code § 2800)**

17 70. Plaintiff hereby realleges and incorporates by reference all paragraphs above as if set forth
18 in detail herein.

19 71. Under the City of Los Angeles's June 1, 2020 Public Order, Defendants had a duty to
20 implement social distancing practices and maintain a minimum of six feet between workers to
21 prevent the transmission of COVID-19.

22 72. As alleged above, Defendants directed Plaintiff and Class Members to stand in close
23 proximity to one another for two to three hours while filling out paperwork with shared pens.

24 73. Such conduct by Defendants was in clear violation of the June 1, 2020 Public Order
25 mandating social distancing and was a breach of Defendants' duty.

26 74. Under Executive Order N-62-20, any COVID-19-related illness of an employee is
27 presumed to arise out of and in the course of the employment if the employee tested positive for
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1 COVID-19 within 14 days after the employee worked at employer’s direction. While this
2 presumption applies for the purposes of awarding workers’ compensation benefits, it supports an
3 inference that Defendants’ failure to maintain safe social distancing was a substantial factor in
4 causing three of the North Pacific workers to contract COVID-19.

5 75. Because of the positive COVID-19 test results, North Pacific confined its workers to hotel
6 rooms without pay, thus penalizing Class Members for its own negligence.

7 76. As a direct, proximate, and foreseeable result of Defendant’s failure to indemnify Plaintiff
8 for losses caused by its want of ordinary care, Plaintiff has suffered, and will continue to suffer,
9 economic injuries and emotional distress.

10 77. Such conduct is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil
11 action, for the unpaid balance of the amount of unpaid wages, including interest thereon, and
12 reasonable attorneys’ fees and costs of suit, as well as the assessment of any other civil and
13 statutory penalties against Defendants.

14 **SIXTH CAUSE OF ACTION**
15 **UNLAWFUL BUSINESS PRACTICES**
16 **(Cal. Bus. & Prof. Code § 17200, et seq.)**

17 78. Plaintiff hereby realleges and incorporates by reference all paragraphs above as if set forth
18 in detail herein. Defendants have engaged in unlawful business practices as set forth above. By
19 engaging in the above-described acts and practices, Defendants have committed one or more acts
20 of unfair competition within the meaning of Section 17200 of the California Business and
21 Professions Code (“UCL”). These acts and practices constitute a continuing and ongoing
22 unlawful business activity defined by the UCL, and justify the issuance of an injunction,
23 restitution, and other equitable relief pursuant to the UCL.

24 79. As alleged above, Defendants have unlawfully confined Plaintiff through economic
25 duress in violation of:

- 26 • The prohibition on human trafficking pursuant to Cal. Penal Code § 236.1;
- 27 • The prohibition on false imprisonment, as discussed above and in violation of Cal. Penal

1 Code § 236; and

- 2 • The City of Los Angeles’s June 1, 2020 Public Order mandating social distancing of six
3 feet to the extent possible.

4 80. Specifically, Defendants violated Cal. Penal Code § 236.1 by depriving Plaintiff of her
5 liberty through forced confinement under economic duress for the purpose of obtaining labor or
6 services, that is, employment. All hours for which Plaintiff was confined to her hotel room and in
7 Defendants’ control are hours worked under the law and therefore sufficient to predicate a
8 violation for human trafficking.

9 81. In addition, as described above, Defendants have wrongly, illegally, and unfairly failed to
10 compensate Plaintiffs in violation of:

- 11 • Cal. Labor Code §§ 204, 216, 1194, 1197, 1198, and 2800; and
12 • 8 CCR 11030

13 82. Plaintiff has suffered injury in fact and lost money or property as a result of Defendants’
14 unlawful business acts and practices by, *inter alia*, being deprived of her liberty and
15 compensation for all hours worked including overtime.
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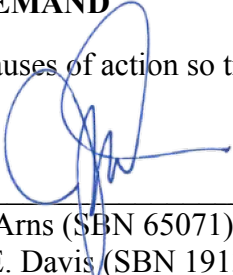
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, prays for judgment against Defendants as follows:

- A. For actual and compensatory damages according to proof pursuant to the Labor Code, applicable IWC Orders;
- B. For restitution and disgorgement to the extent permitted by applicable law;
- C. An order enjoining Defendants from continuing to engage in the unlawful conduct described herein;
- D. For civil and statutory penalties available under applicable law;
- E. An order certifying this case as a class action and appointing Plaintiff and his counsel to represent the Class;
- F. For pre-judgment and post-judgment interest;
- G. For an award of attorneys' fees, costs and expenses as authorized by applicable law; and
- H. For punitive damages according to proof;
- I. For such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all causes of action so triable.



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