

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

2/23/2022

By

/s/ Priscilla Tovar

Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

CAMERON CONTRERAS, individually, on
behalf of other members of the general
public similarly situated, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

v.

ELECTRONIC ARTS INC., a Delaware
corporation; PRO UNLIMITED, INC., a
New York corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 21-CIV-00458

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code § 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CAMERON CONTRERAS (“Plaintiff”), individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Mateo. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California, County of San Mateo.

PARTIES

5. Plaintiff CAMERON CONTRERAS is an individual residing in the State of California, County of San Mateo.

6. Defendant ELECTRONIC ARTS INC., at all times herein mentioned, was and is, upon information and belief, a Delaware corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of San Mateo. Defendant PRO UNLIMITED, INC., at all times herein mentioned, was and is, upon information and belief, a New York corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of San Mateo.

7. At all relevant times, Defendants ELECTRONIC ARTS INC. and PRO UNLIMITED, INC. were the “employers” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

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10. Defendants ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid, non-exempt, and/or exempt employees (whether hired directly or through a staffing agency) of PRO UNLIMITED, INC. who provided services in the Competitive Gaming Group at ELECTRONIC ARTS INC. within the State of California at any time during the period from January 28, 2017, through March 30, 2022, or preliminary approval, whichever is sooner.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

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b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants failed to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants properly calculated the regular rate for Plaintiff and the other class members who worked overtime and earned incentive pay;
- e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code, including, inter alia, section 226;

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- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants failed to properly calculate and pay sick pay to Plaintiff and the other class members;
- l. Whether Defendants misclassified employees as exempt under the Labor California Code and/or the Fair Labor Standards Act;
- m. Whether Defendants' conduct was willful or reckless;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- p. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid, non-exempt, and/or exempt employees in ELECTRONIC ARTS INC.'s competitive gaming group within the State of California.

18. Defendants, jointly and severally, employed Plaintiff as an exempt employee in ELECTRONIC ARTS INC.'s competitive gaming group from June of 2019 to December of 2019 in the State of California, County of San Mateo.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and the other class members' employment; and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

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21. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

22. Defendants continue to employ hourly-paid, non-exempt, and/or exempt employees within the State of California.

23. Plaintiff and other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid, non-exempt, and/or exempt employees in ELECTRONIC ARTS INC.'s competitive gaming group within the State of California. This scheme involved, inter alia, misclassification, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and other class members were entitled to receive certain wages for overtime compensation and that Plaintiff and other class members were not receiving wages for overtime compensation.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and other class members the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and other class members were entitled to receive all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rates of pay when a meal period was missed, late or interrupted, and that Plaintiff and other class members did not receive all timely and proper meal periods or payment of one additional hour of pay at their regular rates of pay when a meal period was missed.

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1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive all
3 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's
4 and the other class members' regular rates of pay when a rest period was missed, late or
5 interrupted, and that Plaintiff and other class members did not receive all rest periods or
6 payment of one additional hour of pay at their regular rates of pay when a rest period was
7 missed.

8 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and other class members were entitled to receive at
10 least minimum wages for compensation and that Plaintiff and other class members were not
11 receiving at least minimum wages for all hours worked.

12 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and other class members were entitled to receive the
14 wages owed to them upon discharge or resignation, including overtime and minimum wages
15 and meal and rest period premiums, and that Plaintiff and other class members did not, in fact,
16 receive such wages owed to them at the time of their discharge or resignation.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and other class members were entitled to receive
19 complete and accurate wage statements in accordance with California law, but, in fact,
20 Plaintiff and other class members did not receive complete and accurate wage statements from
21 Defendants. The deficiencies included, inter alia, the failure to include the total number of
22 hours worked by Plaintiff and other class members.

23 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and other class members were entitled to
25 reimbursement for necessary business-related expenses.

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1 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive
3 sick pay calculated according to one of the three methods set forth under California Labor
4 Code section 246(1), but Defendants improperly paid Plaintiff and other class members sick
5 pay at their base hourly rates throughout the relevant period.

6 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Defendants had to keep complete and accurate payroll records
8 for Plaintiff and other class members in accordance with California law, but, in fact, did not
9 keep complete and accurate payroll records for Plaintiff and other class members.

10 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that they had a duty to compensate Plaintiff and other class
12 members pursuant to California law, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
14 represented to Plaintiff and other class members that they were properly denied wages, all in
15 order to increase Defendants' profits.

16 36. As a pattern and practice, during the relevant time period set forth herein,
17 Defendants failed to pay overtime wages to Plaintiff and other class members for all hours
18 worked. Plaintiff and other class members were required to work more than eight (8) hours
19 per day and/or forty (40) hours per week without overtime compensation.

20 37. As a pattern and practice, during the relevant time period set forth herein,
21 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
22 Plaintiff and other class members.

23 38. As a pattern and practice, during the relevant time period set forth herein,
24 Defendants failed to pay Plaintiff and other class members at least minimum wages for all
25 hours worked.

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47. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

48. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

49. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other class members overtime compensation at a rate of two times their regular rates of pay for all hours worked in excess of twelve (12) hours in a day.

50. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

51. During the relevant time period set forth herein, Plaintiff and other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

52. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other class members (but not all).

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53. Defendants' pattern and practice of failing to pay Plaintiff and other class members the unpaid balance of overtime compensation, as required by California laws, violate the provisions of California Labor Code sections 510 and 1198, and are therefore unlawful.

54. Pursuant to California Labor Code section 1194, Plaintiff and other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through 100)

55. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 54, and each and every part thereof, with the same force and effect as though fully set forth herein.

56. During the relevant time period set forth herein, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class members' employment by Defendants.

57. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

58. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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1 59. During the relevant time period set forth herein, the applicable IWC Wage Order
2 and California Labor Code section 512(a) further provide that an employer may not require,
3 cause, or permit an employee to work for a work period of more than ten (10) hours per day
4 without providing the employee with a second uninterrupted meal period of not less than thirty
5 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
6 second meal period may be waived by mutual consent of the employer and the employee only
7 if the first meal period was not waived.

8 60. As a pattern and practice, during the relevant time period set forth herein,
9 Plaintiff and other class members (but not all) who were scheduled to work for a period of
10 time no longer than six (6) hours, and who did not waive their legally-mandated meal periods
11 by mutual consent, were required to work for periods longer than five (5) hours without an
12 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

13 61. As a pattern and practice, during the relevant time period set forth herein,
14 Plaintiff and other class members (but not all) who were scheduled to work for a period of
15 time no longer than twelve (12) hours, and who did not waive their legally-mandated meal
16 periods by mutual consent, were required to work for periods longer than ten (10) hours
17 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
18 period.

19 62. As a pattern and practice, during the relevant time period set forth herein,
20 Plaintiff and other class members (but not all) who were scheduled to work for a period of
21 time in excess of six (6) hours were required to work for periods longer than five (5) hours
22 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
23 period.

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63. As a pattern and practice, during the relevant time period set forth herein, Plaintiff and other class members (but not all) who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

64. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiff and other class members (but not all) to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

65. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members (but not all) the full meal period premium due pursuant to California Labor Code section 226.7.

66. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

67. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through 100)

68. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 67, and each and every part thereof, with the same force and effect as though fully set forth herein.

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1 69. During the relevant time period set forth herein, the applicable IWC Wage Order
2 and California Labor Code section 226.7 were applicable to Plaintiff's and other class
3 members' employment by Defendants.

4 70. During the relevant time period set forth herein, California Labor Code section
5 226.7 provides that no employer shall require an employee to work during any rest period
6 mandated by an applicable order of the California IWC.

7 71. During the relevant time period set forth herein, the applicable IWC Wage Order
8 provides that "[e]very employer shall authorize and permit all employees to take rest periods,
9 which insofar as practicable shall be in the middle of each work period" and that the "rest
10 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
11 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less
12 than three and one-half (3 ½) hours.

13 72. As a pattern and practice, during the relevant time period set forth herein,
14 Defendants required Plaintiff and other class members (but not all) to work four (4) or more
15 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour
16 period worked.

17 73. As a pattern and practice, during the relevant time period set forth herein,
18 Defendants willfully required Plaintiff and other class members (but not all) to work during
19 rest periods and failed to pay Plaintiff and other class members the full rest period premium
20 for work performed during rest periods.

21 74. As a pattern and practice, during the relevant time period set forth herein,
22 Defendants failed to pay Plaintiff and other class members (but not all) the full rest period
23 premium due pursuant to California Labor Code section 226.7.

24 75. Defendants' conduct violates applicable IWC Wage Orders and California Labor
25 Code section 226.7.

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1 76. Pursuant to the applicable IWC Wage Orders and California Labor Code section
2 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one
3 additional hour of pay at the employees' regular hourly rates of compensation for each
4 workday that the rest period was not provided.

5 **FOURTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 1194 and 1197)**

7 **(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through**
8 **100)**

9 77. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 76, and each and every part thereof, with the same force and effect as though fully set
11 forth herein.

12 78. During the relevant time period set forth herein, California Labor Code sections
13 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of
14 a lesser wage than the minimum so fixed, is unlawful.

15 79. As a pattern and practice, during the relevant time period set forth herein,
16 Defendants failed to pay minimum wages to Plaintiff and other class members (but not all) as
17 required pursuant to California Labor Code sections 1194 and 1197.

18 80. Defendants' pattern and practice of failing to pay Plaintiff and other class
19 members the minimum wage violate California Labor Code sections 1194 and 1197. Pursuant
20 to those sections, Plaintiff and other class members are entitled to recover the unpaid balance
21 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and
22 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

23 81. Pursuant to California Labor Code section 1194.2, Plaintiff and other class
24 members are entitled to recover liquidated damages in an amount equal to the wages
25 unlawfully unpaid and interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

3 **(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through**
4 **100)**

5 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 81, and each and every part thereof, with the same force and effect as though fully set
7 forth herein.

8 83. During the relevant time period set forth herein, California Labor Code sections
9 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid
10 at the time of discharge are due and payable immediately, and if an employee quits his or her
11 employment, his or her wages shall become due and payable not later than seventy-two (72)
12 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
13 intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 84. As a pattern and practice, during the relevant time period set forth herein,
16 Defendants intentionally and willfully failed to pay Plaintiff and other class members (but not
17 all) who are no longer employed by Defendants their wages, earned and unpaid, within
18 seventy-two (72) hours of their leaving Defendants' employ.

19 85. Defendants' pattern and practice of failing to pay Plaintiff and other class
20 members who are no longer employed by Defendants their wages, earned and unpaid, within
21 seventy-two (72) hours of their leaving Defendants' employ, violate California Labor Code
22 sections 201 and 202.

23 86. California Labor Code section 203 provides that if an employer willfully fails to
24 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
25 shall continue as a penalty from the due date thereof at the same rate until paid or until an
26 action is commenced; but the wages shall not continue for more than thirty (30) days.

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87. Plaintiff and other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through
100)

88. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 87, and each and every part thereof, with the same force and effect as though fully set forth herein.

89. During the relevant time period set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

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90. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully failed to provide Plaintiff and other class members (but not all) with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure to include the total number of hours worked by Plaintiff and other class members.

91. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and other class members have suffered injury and damage to their statutorily protected rights.

92. More specifically, Plaintiff and other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

93. Plaintiff and other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

94. Plaintiff and other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through 100)

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof, with the same force and effect as though fully set forth herein.

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1 96. During the relevant time period set forth herein, California Labor Code sections
2 2800 and 2802 provide that an employer must reimburse its employee for all necessary
3 expenditures incurred by the employee in direct consequence of the discharge of his or her job
4 duties or in direct consequence of his or her obedience to the directions of the employer.

5 97. As a pattern and practice, during the relevant time period set forth herein,
6 Defendants intentionally and willfully failed to reimburse Plaintiff and other class members (but
7 not all) for all necessary business-related expenses and costs.

8 98. Defendant's pattern and practice of failing to reimburse Plaintiff and other class
9 members for all necessary business-related expenses and costs violate California Labor Code
10 sections 2800 and 2802. Pursuant to those sections, Plaintiff and other class members are
11 entitled to recover from Defendants their business-related expenses and costs incurred during
12 the course and scope of their employment, plus interest accrued from the date on which the
13 employee incurred the necessary expenditures at the same rate as judgments in civil actions in
14 the State of California.

15 **EIGHTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 2698, *et seq.* ("PAGA"))**

17 **(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through**
18 **100)**

19 99. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 98, and each and every part thereof, with the same force and effect as though fully set
21 forth herein.

22 100. PAGA expressly establishes that any provision of the California Labor Code
23 which provides for a civil penalty to be assessed and collected by the California Labor and
24 Workforce Development Agency ("LWDA"), or any of its departments, divisions,
25 commissions, boards, agencies, or employees for a violation of the California Labor Code,
26 may be recovered through a civil action brought by an aggrieved employee on behalf of
27 himself or herself, and other current or former employees.

101. On November 23, 2020, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the November 23, 2020, written notice to the LWDA. Plaintiff believes that on or about January 27, 2021, the sixty-five (65) days' notice period expired as to all Defendants, and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff exhausted the statutory time period to bring this action. Plaintiff then submitted an amended notice to the LWDA on January 25, 2022, which is attached hereto as **Exhibit 2**.

102. Plaintiff and the other hourly-paid, non-exempt, and/or exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees (whether hired directly or through a staffing agency) of PRO UNLIMITED, INC. who provided services in the Competitive Gaming Group at ELECTRONIC ARTS INC. within the State of California at any time during the period from November 23, 2019, through March 30, 2022, or preliminary approval, whichever is sooner, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum and Overtime Wages

103. At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate of Labor Code sections 510, 1194, 1197, and 1198.

104. As a pattern and practice, Defendants failed to compensate Plaintiff and other aggrieved current and former employees for all hours worked, including by misclassifying them as exempt, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

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106. As a pattern and practice, Defendants failed to provide Plaintiff and other aggrieved current and former employees with legally-mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

107. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

110. As a pattern and practice, as a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff and other aggrieved former employees their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

111. At all times relevant herein, Defendants were required to keep *accurate* records regarding their California employees pursuant to the mandate of Labor Code sections 226 and 1174.

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112. As a pattern and practice, as a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff and other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

Failure to Reimburse Business Expenses

113. At all times relevant herein, Defendants were required to reimburse their employees for any and all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties pursuant to the mandate of Labor Code sections 2800 and 2802.

114. As a pattern and practice, Defendants failed to reimburse Plaintiff and other aggrieved current and former employees for all business expenses incurred and owing them within the required time period.

Failure to Properly Calculate and Pay Sick Pay

115. At all times relevant herein, Defendants were required to calculate paid sick time for non-exempt employees: (1) in the same manner as the non-exempt employee's regular rate of pay for the workweek in which the employee used the paid sick time was calculated; (2) by dividing the non-exempt employee's total wages (not including overtime premium pay) by the employee's total hours worked in the full pay periods in the past ninety (90) days of employment; or (3) in the same manner as the rate for other forms of paid leave time was calculated, pursuant to the mandates of Labor Code section 246(1).

116. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved employees paid sick leave at the proper rate and instead paid sick pay at Plaintiff's and other aggrieved employees' base hourly rates throughout the relevant period.

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Penalties

117. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

d. Penalties under Labor Code section 1197.1 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

e. Wages under California Labor Code section 558 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code;

f. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

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g. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200, *et seq.*)
(Against ELECTRONIC ARTS INC., PRO UNLIMITED, INC., and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof, with the same force and effect as though fully set forth herein.

119. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, other class members, the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

120. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

121. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' pattern and practice of requiring Plaintiff and other class members to work overtime hours without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class members to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' pattern and practice of failing to timely pay wages to Plaintiff and other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

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122. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

123. Plaintiff and other class members (but not all) have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

124. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff and other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, e-mail and telephone numbers) of all class members.

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As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other class members (but not all);

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and other class members (but not all);

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

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

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and other class members (but not all);

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

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

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and other class members (but not all);

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

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As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other class members (but not all) no longer employed by Defendants;

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

31. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and other class members (but not all), and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

38. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class members (but not all) for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

- 1 40. For actual, consequential and incidental losses and damages, according to proof;
2 41. For the imposition of civil penalties and/or statutory penalties;
3 42. For punitive damages and/or exemplary damages according to proof at trial;
4 43. For reasonable attorneys' fees and costs of suit incurred herein; and
5 44. For such other and further relief as the court may deem just and proper.

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

7 45. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code section 2698, *et seq.*, by failing to pay minimum and overtime wages, failing to
9 provide meal periods and rest breaks, failing to timely pay wages during employment and
10 upon termination, failing to provide complete and accurate wage statements, and failing to
11 reimburse expenses;

12 46. For civil penalties pursuant to Defendants' violations of Labor Code sections
13 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246(l), 510, 512(a), 558, 1174(d), 1194,
14 1197, 1197.1, 1198, 2800 and 2802;

15 47. For costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194,
16 and 2699, and any other applicable statute; and

17 48. For such other and further relief as the Court may deem just and proper.

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

19 49. That the Court declare, adjudge and decree that Defendants violated California
20 Business & Professions Code section 17200, *et seq.*, by failing to provide Plaintiff and other
21 class members all overtime compensation due to them, failing to provide all meal and rest
22 periods to Plaintiff and other class members, failing to pay at least minimum wages to Plaintiff
23 and other class members, failing to pay Plaintiff's and other class members' wages timely as
24 required by California Labor Code sections 201 and 202.

25 50. For restitution of unpaid wages to Plaintiff and other class members and all pre-
26 judgment interest from the day such amounts were due and payable;

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1 51. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business & Professions Code section 17200,
4 *et seq.*;

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

7 53. For injunctive relief to ensure compliance with this section, pursuant to
8 California Business & Professions Code section 17200, *et seq.*; and

9 54. For such other and further relief as the court may deem just and proper.

10
11 Dated: February 23, 2022

JUSTICE LAW CORPORATION

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13
14 By: _____



Douglas Han
Shunt Tatavos-Gharajeh
Josh B. Tran
Attorneys for Plaintiff

EXHIBIT 1

November 23, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: ELECTRONIC ARTS INC.

Dear Representative:

We have been retained to represent Cameron Contreras against Electronic Arts Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "EA").

Mr. Contreras is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Contreras may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Electronic Arts Inc. is a Delaware corporation located at 209 Redwood Shores Parkway, Redwood City, California 94065.

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¹ Mr. Contreras does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Contreras will amend this notice when the true names and capacities are known. Mr. Contreras is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Contreras and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

EA employed Mr. Contreras as an exempt Associate Producer within one year of the date of this letter (until in or about December of 2019²) in the State of California. PRO Unlimited placed Mr. Contreras at Electronic Arts Inc. EA directly controlled the wages, hours and working conditions of Mr. Contreras and other aggrieved employees' employment, including daily supervision, scheduling, delegating assignments and retention/termination.

The "aggrieved employees" that Mr. Contreras may seek penalties on behalf of are all current and former hourly-paid, non-exempt and/or exempt employees (whether hired directly or through staffing agencies) of EA within the State of California.

EA failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

EA misclassified Mr. Contreras and other exempt employees (including but not limited to, on the basis of the Administrative Exemption, despite Associate Producers working under the direction of Producers in team settings and not being required to customarily and regularly exercise discretion and independent judgment) and failed to properly pay them for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Contreras has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at EA, regardless of their classification, job title, locations, or whether they were hired directly or through a staffing agency.

EA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Contreras's PAGA cause of action is tolled.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

During the relevant time period, EA misclassified Mr. Contreras and other aggrieved employees as exempt from overtime and failed to compensate them overtime for work performed in excess of 8 hours in a day and/or 40 hours in a week. EA also compensated Mr. Contreras and other exempt aggrieved employees on a fluctuating daily rate instead of a legally mandated salary. During the relevant time period, non-exempt aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. EA failed to compensate non-exempt aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. EA also failed to factor non-discretionary bonuses and incentives in non-exempt aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Contreras and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, EA misclassified Mr. Contreras and other aggrieved employees as exempt and failed to provide them legally mandated meal and rest breaks. During the relevant time period, EA routinely required non-exempt aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with EA's policies and expectations and meet production goals. Also, EA neither scheduled meal/rest breaks for non-exempt aggrieved employees nor affirmatively relieved them of all work duties so they may take legally compliant breaks, instead shifting the onus on non-exempt aggrieved employees to find the time to take non-compliant breaks. Additionally, EA failed to adequately staff its operations to provide coverage to non-exempt aggrieved employees so they may be relieved of all work duties and take legally compliant meal and rest breaks. Lastly, EA failed to authorize and permit non-exempt aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, EA failed to compensate Mr. Contreras and other aggrieved employees all the premium wages they were owed.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 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. During the relevant time period, EA failed to pay Mr. Contreras and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, EA failed to pay Mr. Contreras and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including for all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, EA did not provide Mr. Contreras and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from EA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Contreras and other aggrieved employees, (2) total hours worked by Mr. Contreras and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Contreras and other aggrieved employees (4) all deductions for Mr. Contreras and other aggrieved employees, (5) net wages earned by Mr. Contreras and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Contreras and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Contreras and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Contreras and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, EA failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Contreras and other aggrieved employees.

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LWDA

November 23, 2020

Page 6 of 7

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, EA did not provide non-exempt aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of failing to pay them for all hours worked and off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employees in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Contreras and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by EA, including for using their personal cellular phones to participate in Zoom calls and other meetings, and to communicate with coworkers and management.

We believe that Mr. Contreras and other current and former California-based hourly-paid, non-exempt and/or exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Contreras will seek these penalties and wages on his behalf and on behalf of other similarly situated California-based hourly-paid, non-exempt and/or exempt employees of EA within one year of the date of this letter, as allowed by law.

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LWDA

November 23, 2020

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Cogency Global Inc.

c/o Electronic Arts Inc.

1325 J St., Ste. 1550

Sacramento, California 95814

Agent for Service of Process for c/o Electronic Arts Inc.

EXHIBIT 2

January 25, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: ELECTRONIC ARTS INC. and PRO UNLIMITED, INC.
LWDA-CM-813380-20**

Dear Representative:

We hereby amend our November 23, 2020, letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3, to include PRO Unlimited, Inc. as an additional named defendant and to provide an additional claim under Labor Code section 246(l). A true and correct copy of the November 23, 2020, letter is attached to this email as **Exhibit A** for reference.

We have been retained to represent Cameron Contreras against Electronic Arts Inc. and PRO Unlimited, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively "Defendants"), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "EA").

Mr. Contreras is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Contreras may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

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¹ Mr. Contreras does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Contreras will amend this notice when the true names and capacities are known. Mr. Contreras is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Contreras and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

Electronic Arts Inc ("EA"). is a Delaware corporation headquartered at 209 Redwood Shores Parkway, Redwood City, California 94065.

PRO Unlimited, Inc. ("PRO") is a New York corporation headquartered at 999 Stewart Ave., Suite 100, Bethpage, New York 11714.

PRO employed Mr. Contreras as an exempt Associate Producer in EA's Competitive Gaming Group within one year of the date of this letter (until in or about December of 2019²) in the State of California. PRO Unlimited provided payroll services for Mr. Contreras at Electronic Arts Inc. Defendants directly controlled the wages, hours and working conditions of Mr. Contreras and other aggrieved employees' employment, including daily supervision, scheduling, delegating assignments and retention/termination.

The "aggrieved employees" that Mr. Contreras may seek penalties on behalf of are all current and former hourly-paid, non-exempt and/or exempt employees of PRO Unlimited in the Competitive Gaming Group at EA within the State of California.

Defendants failed to properly pay their hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Defendants misclassified Mr. Contreras and other exempt employees (including but not limited to, on the basis of the Administrative Exemption, despite Associate Producers working under the direction of Producers in team settings and not being required to customarily and regularly exercise discretion and independent judgment) and failed to properly pay them for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Contreras has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at of PRO who worked in California in the Competitive Gaming Group at EA, regardless of their classification, job title, or locations.

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Contreras's PAGA cause of action is tolled.

Defendants have violated and/or continue to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246(l), 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

During the relevant time period, Defendants misclassified Mr. Contreras and other aggrieved employees as exempt from overtime and failed to compensate them overtime for work performed in excess of 8 hours in a day and/or 40 hours in a week. Defendants also compensated Mr. Contreras and other exempt aggrieved employees on a fluctuating daily rate instead of a legally mandated salary. During the relevant time period, non-exempt aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Defendants failed to compensate non-exempt aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. Defendants also failed to factor non-discretionary bonuses and incentives in non-exempt aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Contreras and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

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During the relevant time period, Defendants misclassified Mr. Contreras and other aggrieved employees as exempt and failed to provide them legally mandated meal and rest breaks. During the relevant time period, Defendants routinely required non-exempt aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Defendants' policies and expectations and meet production goals. Also, Defendants neither scheduled meal/rest breaks for non-exempt aggrieved employees nor affirmatively relieved them of all work duties so they may take legally compliant breaks, instead shifting the onus on non-exempt aggrieved employees to find the time to take non-compliant breaks. Additionally, Defendants failed to adequately staff its operations to provide coverage to non-exempt aggrieved employees so they may be relieved of all work duties and take legally compliant meal and rest breaks. Lastly, Defendants failed to authorize and permit non-exempt aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Defendants failed to compensate Mr. Contreras and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 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. During the relevant time period, Defendants failed to pay Mr. Contreras and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Mr. Contreras and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including for all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Mr. Contreras and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Contreras and other aggrieved employees, (2) total hours worked by Mr. Contreras and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Contreras and other aggrieved employees (4) all deductions for Mr. Contreras and other aggrieved employees, (5) net wages earned by Mr. Contreras and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Contreras and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Contreras and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Contreras and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Contreras and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Defendants did not provide non-exempt aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of failing to pay them for all hours worked and off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employees in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Contreras and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including for using their personal cellular phones to participate in Zoom calls and other meetings, and to communicate with coworkers and management.

California Labor Code section 246(l) requires an employer to calculate paid sick time for non-exempt employees: (1) in the same manner as the non-exempt employee's regular rate of pay for the workweek in which the employee used the paid sick time was calculated; (2) by dividing the non-exempt employee's total wages (not including overtime premium pay) by the employee's total hours worked in the full pay periods in the past ninety (90) days of employment; or (3) in the same manner as the rate for other forms of paid leave time was calculated. During the relevant time period, Defendants did not properly calculate and pay sick pay to Mr. Contreras and other aggrieved employees according to any of the three methods outlined in California Labor Code section 246(l). Instead, Defendants paid Mr. Contreras and other aggrieved employees sick pay at their base hourly rates throughout the relevant period.

We believe that Mr. Contreras and other current and former California-based hourly-paid, non-exempt and/or exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246(l), 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Contreras will seek these penalties and wages on his behalf and on behalf of other similarly situated California-based hourly-paid, non-exempt and/or exempt employees of PRO Unlimited who worked in the Competitive Gaming Group at EA within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Cogency Global Inc.
c/o Electronic Arts Inc.
1325 J St., Ste. 1550
Sacramento, California 95814
Agent for Service of Process for c/o Electronic Arts Inc.

LWDA
January 25, 2022
Page 8 of 8

James Cahalan
c/o PRO Unlimited, Inc.
999 Stewart Ave., Suite 100,
Bethpage, New York 11714
Agent for Service of Process for c/o PRO Unlimited, Inc.

CC: (By Electronic Mail Only):

Seth E. Pierce, Esq.
sep@msk.com
MITCHELL SILBERBERG & KNUPP LLP
Counsel of Record for Electronic Arts inc.

Ashley Farrell Pickett, Esq.
farrellpicketta@gtlaw.com
GREENBERG TRAUIG LLP
Counsel of Record for PRO Unlimited, Inc.

EXHIBIT A

November 23, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: ELECTRONIC ARTS INC.

Dear Representative:

We have been retained to represent Cameron Contreras against Electronic Arts Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "EA").

Mr. Contreras is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Contreras may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Electronic Arts Inc. is a Delaware corporation located at 209 Redwood Shores Parkway, Redwood City, California 94065.

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¹ Mr. Contreras does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Contreras will amend this notice when the true names and capacities are known. Mr. Contreras is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Contreras and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

EA employed Mr. Contreras as an exempt Associate Producer within one year of the date of this letter (until in or about December of 2019²) in the State of California. PRO Unlimited placed Mr. Contreras at Electronic Arts Inc. EA directly controlled the wages, hours and working conditions of Mr. Contreras and other aggrieved employees' employment, including daily supervision, scheduling, delegating assignments and retention/termination.

The "aggrieved employees" that Mr. Contreras may seek penalties on behalf of are all current and former hourly-paid, non-exempt and/or exempt employees (whether hired directly or through staffing agencies) of EA within the State of California.

EA failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

EA misclassified Mr. Contreras and other exempt employees (including but not limited to, on the basis of the Administrative Exemption, despite Associate Producers working under the direction of Producers in team settings and not being required to customarily and regularly exercise discretion and independent judgment) and failed to properly pay them for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Contreras has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at EA, regardless of their classification, job title, locations, or whether they were hired directly or through a staffing agency.

EA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Contreras's PAGA cause of action is tolled.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

During the relevant time period, EA misclassified Mr. Contreras and other aggrieved employees as exempt from overtime and failed to compensate them overtime for work performed in excess of 8 hours in a day and/or 40 hours in a week. EA also compensated Mr. Contreras and other exempt aggrieved employees on a fluctuating daily rate instead of a legally mandated salary. During the relevant time period, non-exempt aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. EA failed to compensate non-exempt aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. EA also failed to factor non-discretionary bonuses and incentives in non-exempt aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Contreras and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, EA misclassified Mr. Contreras and other aggrieved employees as exempt and failed to provide them legally mandated meal and rest breaks. During the relevant time period, EA routinely required non-exempt aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with EA's policies and expectations and meet production goals. Also, EA neither scheduled meal/rest breaks for non-exempt aggrieved employees nor affirmatively relieved them of all work duties so they may take legally compliant breaks, instead shifting the onus on non-exempt aggrieved employees to find the time to take non-compliant breaks. Additionally, EA failed to adequately staff its operations to provide coverage to non-exempt aggrieved employees so they may be relieved of all work duties and take legally compliant meal and rest breaks. Lastly, EA failed to authorize and permit non-exempt aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, EA failed to compensate Mr. Contreras and other aggrieved employees all the premium wages they were owed.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 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. During the relevant time period, EA failed to pay Mr. Contreras and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, EA failed to pay Mr. Contreras and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including for all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, EA did not provide Mr. Contreras and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from EA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Contreras and other aggrieved employees, (2) total hours worked by Mr. Contreras and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Contreras and other aggrieved employees (4) all deductions for Mr. Contreras and other aggrieved employees, (5) net wages earned by Mr. Contreras and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Contreras and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Contreras and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Contreras and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, EA failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Contreras and other aggrieved employees.

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LWDA

November 23, 2020

Page 6 of 7

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, EA did not provide non-exempt aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of failing to pay them for all hours worked and off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employees in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Contreras and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by EA, including for using their personal cellular phones to participate in Zoom calls and other meetings, and to communicate with coworkers and management.

We believe that Mr. Contreras and other current and former California-based hourly-paid, non-exempt and/or exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Contreras will seek these penalties and wages on his behalf and on behalf of other similarly situated California-based hourly-paid, non-exempt and/or exempt employees of EA within one year of the date of this letter, as allowed by law.

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LWDA

November 23, 2020

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Cogency Global Inc.

c/o Electronic Arts Inc.

1325 J St., Ste. 1550

Sacramento, California 95814

Agent for Service of Process for c/o Electronic Arts Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On February 23, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Seth E. Pierce (sep@msk.com)
Stephen A. Rossi (sar@msk.com)
Melanie Ocubillo (mno@msk.com)
Yvonne Shawver (yps@msk.com)
Elana Moses (EZM@msk.com)
MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067
Attorney(s) for Defendant Electronic Arts Inc.

Ashley Farrell Pickett (farrellpicketta@gtlaw.com)
Radha Kulkarni (kulkarnir@gtlaw.com)
GREENBERG TRAURIG LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
Telephone: (310) 586-7700
Facsimile: (310) 586-7800
Attorney(s) for Defendant PRO Unlimited, Inc.

Other service list recipients: San Mateo Superior Court Department 23:
(dept23@sanmateocourt.org) & (complexcivil@sanmateocourt.org)

1 **[X] BY E-MAIL**

2 Pursuant to the Court's Order or an agreement between the Parties regarding Electronic
3 Service, the above-referenced document(s) was/were transmitted to the addressee(s) at the
4 e-mail addresses listed herein, which are their most recently known e-mail addresses or e-
mail addresses of record in this action. I did not receive, within reasonable time after the
transmission, any electronic message or other indication that the transmission was
unsuccessful.

5 **[X] STATE**

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

8 Executed on February 23, 2022, at Pasadena, California.

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Sophia Hanneyan

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On February 24, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Electronic Arts Inc. adv. Contreras**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-813380-20**
 Court Case No.: 21-CIV-00458
 San Mateo County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on February 24, 2022, at Pasadena, California.



Sophia Hanneyan