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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HUNTER MEELEE, individually and on
behalf of all others similarly situated, and in
his representative capacity,

Plaintiff,

v.

SHRYNE GROUP, INC., a domestic
corporation; STIIIZY, LLC, a domestic
limited liability company; IGS SOLUTIONS,
LLC, a domestic limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV03751

Hon. Elihu M. Berle, Dept. 6

SECOND AMENDED COMPLAINT

- (1) Failure to Pay Minimum Wage
- (2) Failure to Provide Meal Breaks
- (3) Failure to Provide Rest Breaks
- (4) Failure to Pay Overtime Wages
- (5) Failure to Reimburse Business Expenses
- (6) Waiting Time Penalties
- (7) Failure to Provide Itemized Wage Statements
- (8) Violation of the Private Attorneys General Act of 2014
- (9) Unlawful and Unfair Business Practices

Complaint Filed: February 1, 2021

1 Plaintiff Hunter Meelee (“Plaintiff”), individually and on behalf of all others similarly
2 situated, and on behalf of the State of California, hereby alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff submits this class action on behalf of all other similarly situated current
5 and former non-exempt employees of Shyrne Group, Inc. (“Shyrne Group”), Stiiizy, LLC
6 (“Stiiizy”), IGS Solutions, LLC (“IGS Solutions”), and DOES 1 through 50, inclusive (each a
7 “Defendant,” and collectively, “Defendants”). Plaintiff also brings this representative action
8 pursuant to Labor Code § 2699 *et seq.* seeking penalties for Defendants’ violation of the
9 California Labor Code as alleged herein.

10 2. Plaintiff alleges that Defendants failed to pay his earned wages, failed to provide
11 meal or rest breaks, failed to pay overtime wages, and failed to pay timely wages upon
12 termination of employment, and failed to provide accurate wage statements. Plaintiff seeks
13 penalties, interest, attorneys’ fees, costs and expenses, and equitable restitutionary and injunctive
14 relief.

15 **JURISDICTION AND VENUE**

16 3. The Superior Court of the State of California has jurisdiction in this matter
17 because Plaintiff is a resident in the State of California and Defendants are qualified to do
18 business in and regularly conduct business in California. Further, no federal question is at issue
19 because the claims are based solely on California law.

20 4. Venue is proper in this judicial district and the County of Los Angeles, California,
21 because Plaintiff, and other persons similarly situated, performed work for Defendants in the
22 County of Los Angeles, Defendants maintain offices and facilities and transact business in the
23 County of Los Angeles, and Defendants’ illegal policies and practices that are the subject of this
24 action were applied, at least in part, to Plaintiff and other persons similarly situated in the County
25 of Los Angeles.

26 **THE PARTIES**

27 5. Plaintiff is an individual residing in the State of California. Plaintiff worked for
28 Defendants as a non-exempt employee during the statutory period.

1 6. On information and belief, Shryne Group is now, and at all times mentioned in
2 this complaint, was, a corporation organized and existing under the laws of the State of California
3 and qualified to do business in California.

4 7. On information and belief, Stiizy is now, and at all times mentioned in this
5 complaint, was, a limited liability company organized and existing under the laws of the State of
6 California and qualified to do business in California.

7 8. On information and belief, IGS Solutions is now, and at all times mentioned in
8 this complaint, was, a limited liability company organized and existing under the laws of the
9 State of California and qualified to do business in California.

10 9. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
12 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
13 complaint when the true names and capacities are known. Plaintiff is informed and believes and
14 thereon alleges that each of Defendants designated as a DOE was responsible in some way for
15 the matters alleged herein and proximately caused Plaintiff and members of the general public
16 and the Class to be subject to the illegal employment practices, wrongs, and injuries complained
17 of herein.

18 **JOINT EMPLOYER AND AGENCY ALLEGATIONS**

19 10. Plaintiff is informed and believes and based thereon alleges that at all times
20 material to this complaint, Defendants were the joint employers of Plaintiff and the putative class
21 members. Defendants directly or indirectly, itself or through its agents, employed or exercised
22 control over the wages, hours, and/or working conditions of the Plaintiff and the putative class
23 members and/or had the right to control the manner or means of accomplishing the result desired.
24 Moreover, Defendants had the power to prevent, but failed to prevent, the violations articulated
25 herein from occurring, despite their knowledge of the same.

26 11. Plaintiff is informed and believes and based thereon alleges that at all times
27 material to this complaint, Defendants were the alter egos, divisions, affiliates, integrated
28 enterprises, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,

1 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant
2 was completely dominated by his, her, or its co-Defendant, and each was the alter ego of the
3 other.

4 12. Plaintiff is informed and believes and based thereon alleges that each and every
5 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
6 Defendants, each acting as agents and/or employees, and/or under the direction and control of,
7 each of the other Defendants, and that said acts and failures to act were within the course and
8 scope of said agency, employment, and/or direction and control.

9 13. At all relevant times herein, Plaintiff and the putative class members were
10 employed by Defendants under employment agreements that were partly written, partly oral,
11 and/or partly implied. In perpetrating the acts and omissions alleged herein, Defendants, and
12 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
13 Plaintiff and the putative class members all wages earned and due, though methods and schemes
14 that include, but are not limited to, failing to pay minimum wages, overtime premiums, failing
15 to provide meal and rest breaks and/or compensation therefor, failing to properly maintain
16 records, failing to provide accurate itemized statements for each pay period, failing to reimburse
17 necessary expenses, and requiring, suffering, or permitting employees to work off the clock, in
18 violation of California Labor Code and the applicable Industrial Welfare Commission ("IWC")
19 Wage Order.

20 **INTEGRATED ENTERPRISE ALLEGATIONS**

21 14. Plaintiff is informed and believes and based thereon alleges that Shryne Group,
22 Stiizy, and IGS Soutions are affiliated entities of each other that share common ownership and
23 control over management and administrative functions. On information and belief, Shryne
24 Group controls the accounting, employment, legal, payroll, human recourses, and management
25 services for Townhouse.

26 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

27 15. Defendants employed Plaintiff as a driver to deliver cannabis products throughout
28 the Los Angeles area. On information and belief, Defendants sold the cannabis products under

1 retail licenses held by Stiiizy and IGS solutions.

2 16. At the beginning of each shift, Defendants gave Plaintiff and the putative class
3 members kits that contained the inventory of the cannabis products to be delivered during each
4 shift. Plaintiff and the putative class members were required to carry Geotab units that tracked
5 their location and mileage with timestamps.

6 17. According to Defendants' Standard Operating Procedure, drivers could not take
7 a 30-minute break unless their shift exceeds 6 hours, there were no pending orders, or the break
8 was expressly authorized by the Support Manager. According to the Standard Operating
9 Procedure, Plaintiff and the putative class members were required to return their kits at the end
10 of each shift. Then, Plaintiff and the putative class members were free to go "[o]nce [their] Kit[s]
11 [have] been approved."

12 18. At the end of each shift, Plaintiff and the putative class members clocked out
13 when returning their kits and were required to wait at the facility for management to reconcile
14 the cash receipts and verify that all the unsold cannabis product was accounted for and audited.
15 The additional "off the clock" time often totaled as much as 2 hours after checking out at the end
16 of his shift. Plaintiff, who worked scheduled shifts of 7 hours starting at 4:30 p.m. and ending
17 at 11:30 p.m., often stayed as late as 1:00 am after clocking out.

18 19. Plaintiff was also required to perform work, including but not limited to,
19 responding to work-related phone calls, e-mails and/or text messages and completing scheduling
20 and other functions, after he had clocked out from his shifts using his own personal device.
21 Plaintiff alleges that Defendants' company policy is to not pay or otherwise compensate its
22 delivery drivers for such off the clock work.

23 20. During the initial months of Plaintiff's employment, Defendants provided
24 Plaintiff with company vehicles to perform delivery services, but later required Plaintiff to
25 perform the same services using his personal vehicle with full knowledge that Plaintiff lacked
26 the insurance necessary to cover any damage to his personal property. Defendant failed to
27 provide Plaintiff with a Motor Carrier Permit during the that the Plaintiff performed delivery
28 services.

1 21. On or about October 16, 2020, Plaintiff was involved in a car accident for
2 Defendants while driving his personal vehicle en route to a delivery location. Upon notifying
3 Defendants of the accident, Defendants arrived at the accident scene to pick up their cannabis
4 product and other equipment and left Plaintiff stranded at the scene. Plaintiff's vehicle was
5 declared a total loss and not covered by his insurance policy. Defendants have not reimbursed
6 Plaintiff of his personal vehicle.

7 22. Defendants terminated Plaintiff on or about November 21, 2020. On November
8 25, 2020, Defendants paid Plaintiff his final paycheck without compensating Plaintiff for his off-
9 the-clock hours, his overtime hours, and his meal and rest break premiums. As a result of
10 Defendants' violations of California law, Plaintiff was denied his fundamental employment
11 rights, including but not limited to, the right to overtime wages, the right to prompt payment of
12 full wages upon termination of employment, the right to lawful meal and rest breaks (or
13 compensation therefore), and the right to accurate, itemized wage statements.

14 **CLASS ACTION ALLEGATIONS**

15 23. **Class Definition:** Plaintiff seeks to represent the following class ("Class" or
16 "Class Members"): All of Defendants' current and former non-exempt delivery drivers in
17 California within four years from the filing of this lawsuit (with applicable tolling period(s))
18 through the final disposition of this action (the "Class Period").

19 24. In addition to the Class Members, Plaintiff seeks to pursue claims on behalf of
20 the following subclasses:

21 **a. Minimum Wage Subclass:** all current and former non-exempt employees
22 who were denied their earned wages during the Class Period;

23 **b. Meal Period Subclass:** all current and former non-exempt employees
24 who worked (i) at least one shift in excess of five (5) hours, and/or (ii) at
25 least one shift in excess of ten (10) hours, at any time during the Class
26 Period;

27 **c. Rest Break Subclass:** all current and former non-exempt employees who
28 worked one or more shifts of three and one-half (3.5) hours or more at any

time during the Class Period;

d. Overtime Subclass: all current and former non-exempt employees who worked one or more shifts in excess of eight (8) hours in a day at any time during the Class Period;

e. Business Expense Subclass: all current and former non-exempt employees who incurred work-related expenses during the Class Period for which they were not reimbursed;

f. Waiting Time Penalty Subclass: all former non-exempt employees who separated from their employment with Defendants at any time during the Class Period; and

g. Wage Statement Subclass: all current and former non-exempt employees who received a payment of wages at any time during the Class Period.

25. The potential class is of a significant number. Joinder of all current and former employees individually would be impracticable.

26. Plaintiff's claims are typical of the claims of the class because Defendants uniformly subjected all non-exempt employees to the same violations of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code.

27. This action involved common questions of law and fact because the action focuses on Defendants' systematic course of illegal policies and practices, which were applied to all non-exempted employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and Professions Code, which prohibits unfair business practices arising from such violations.

28. Plaintiff will fairly and adequately protect the interests of all Class Members.

PAGA ALLEGATIONS

29. Plaintiff is an aggrieved employee within the meaning of Labor Code § 2699(c). Plaintiff, on behalf of all aggrieved employees (whether said aggrieved employees are putative class members), is statutorily entitled to prosecute this matter for all Labor Code violations

covered under the Private Attorneys General Act of 2014 (“PAGA”).

**ALLEGATIONS RELATING TO DEFENDANTS’ FAILURE TO PAY MINIMUM
AND OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510, 558, 1194,
1194.2, AND 1197.1**

30. All times relevant herein, Defendants were required to compensate their employees minimum wages for all hours worked, and overtime wages for all hours worked in excess of eight (8) hours per day and forty (40) hours per week

31. As alleged herein, Defendants failed to compensate Plaintiff after his deliveries were completed and while he waited for management to audit his inventory and cash receipts. As a result of such off-the-clock work, Defendants failed to pay all minimum wages and, where applicable, overtime and double-time wages.

**ALLEGATIONS RELATING TO DEFENDANTS’ FAILURE TO PROVIDE MEAL
AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 226.7, 512, AND 558**

32. In accordance with the California Labor Code and the applicable IWC Wage Order, Plaintiff and all aggrieved employees had the right to take a 10-minute rest break for shifts of three and one-half (3.5) hours or more. Plaintiff and the other aggrieved employees also had the right to a 30-minute meal period for every shift in excess of five (5) hours.

33. According to Defendants’ Standard Operating Procedure, drivers could not take a 30-minute break unless their shift exceeds 6 hours, there were no pending orders, or the break was expressly authorized by the Support Manager. Plaintiff also alleges that he was not afforded any breaks during or between his deliveries. As a result, Plaintiff and the aggrieved employees regularly worked in excess of five (5) and/or ten (10) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties and free to leave the work site or facility during the meal period, as required by Labor Code §§ 226.7, 512.

34. Moreover, Plaintiff and the aggrieved employees regularly worked in one or more shifts in excess of three and one-half (3.5) hours without being provided at least a ten-minute rest period in which they were relieved of all duties

35. Defendants failed to provide Plaintiff and aggrieved employees their duty-free

1 meal periods and rest breaks and did not provide proper compensation for such failure. Such a
2 pattern and practice of administration of corporate policy as described herein is unlawful
3 pursuant to Labor Code § 226.7 and the applicable IWC Wage Order.

4 **ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO PROVIDE NOTICE**
5 **TO EMPLOYEES IN VIOLATION OF LABOR CODE § 2810.5**

6 36. Defendants violated Labor Code § 2810.5 by failing to provide written notice to
7 Plaintiff and the aggrieved employees. Specifically, Defendants failed to provide Plaintiff and
8 the aggrieved employees with written notice containing information of the name of their
9 employer, including any "doing business as" names used by the employer, the physical address
10 and telephone number of the employer's main office, the name, address, and telephone number
11 of the employer's workers' compensation insurance carrier, and the rate of pay. As such, Plaintiff
12 contends that he and the other aggrieved employees are entitled to penalties in the amount of
13 \$100 for each first violation and \$200 for each subsequent violation pursuant to Labor Code §
14 2699(f)(2).

15 **ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO KEEP ACCURATE**
16 **WAGE STATEMENTS IN VIOLATION OF LABOR CODE §§ 226 and 226.3**

17 37. In violation of Labor Code § 226 *et seq.*, Defendants failed to keep their
18 affirmative obligation to keep accurate records regarding the rates of pay for their California
19 employees. For example, as a result of Defendants' various Labor Code as alleged herein,
20 Defendants failed to record and provide accurate records of Plaintiff's and other aggrieved
21 employees' gross wages earned, total hours worked, net wages earned, and all applicable hourly
22 rates and the number of hours worked at each hourly rate. As a result of the violations of
23 California Labor Code § 226(a), Defendants are liable for civil penalties pursuant to California
24 Labor Code §§ 226.3 and 2698 *et seq.*

25 **ALLEGATIONS RELATING TO DEFENDANTS' LATE PAYMENT OF WAGES IN**
26 **VIOLATION OF LABOR CODE § 204**

27 38. Defendants violated California Labor Code § 204, which requires employers to
28 pay all wages earned no less than the payday for the next regular payroll period. For the reasons

1 explained above, Defendants failed to pay Plaintiff and the aggrieved employees by the next
2 payroll period in which such wages were earned. As a result of the violations of California Labor
3 Code § 204, Defendants are liable for civil penalties pursuant to California Labor Code §§ 210
4 and 2698 *et seq.*

5 **ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO REIMBURSE**
6 **NECESSARY BUSINESS EXPENSES IN VIOLATION OF LABOR CODE § 2802**

7 39. Defendants failed to indemnify Plaintiff and the aggrieved employees for all
8 necessary expenses or losses incurred by them. Defendants failed to reimburse Plaintiff and the
9 aggrieved employees for cell phone usage, internet usage, personal telephones, and expenses
10 associated with compulsory use of their vehicle when traveling between jobsites. California
11 Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures
12 or losses incurred by employees in direct consequence of the discharge of their duties. As a
13 result of the violations of California Labor Code § 2802, Defendants are liable for civil penalties
14 pursuant to California Labor Code §§ 558, 2802 and 2698 *et seq.*

15 **ALLEGATIONS RELATING TO DEFENDANTS' UNTIMELY PAYMENT OF WAGES**
16 **IN VIOLATION OF LABOR CODE §§ 201-204, 210, and 1194.5**

17 40. At all times relevant herein, Defendants were required by law to pay employee
18 wages in a timely manner, pursuant to the mandates of the Labor Code and all regulations
19 promulgated thereunder.

20 41. Defendants has violated California Labor Code § 201 and 202 by willfully failing
21 to pay all compensation due and owing to all former Defendants' non-exempt employees at the
22 time employment was terminated. Plaintiff and the other aggrieved employees were not paid
23 their overtime pay, minimum wages, reimbursements, and/or meal and rest break premiums.
24 Pursuant to Labor Code §§ 203 and 256, the aggrieved employees are entitled to recover up to
25 thirty (30) days of wages due to Defendants' willful failure to comply with the statutory
26 requirements of §§ 201 and 202 of the Labor Code. Additionally, because Defendants violated
27 California Labor Code §§ 201 and 203, Defendants are liable for civil penalties pursuant to
28 California Labor Code § 2698 *et seq.*

1 **ALLEGATIONS RELATING TO DEFENDANTS' UNLAWFUL WHISTLEBLOWER**

2 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

3 42. Defendants have violated California Labor Code § 1102.5 by retaliating against
4 Plaintiff and the aggrieved employees who complained about the unlawful practices by
5 Defendants as alleged herein. Such retaliatory acts include but are not limited to reducing
6 Plaintiff's working hours and terminating Plaintiff. As a result of the violations of California
7 Labor Code § 2802, Defendants are liable for civil penalties pursuant to California Labor Code
8 §§ 1102.5(f) and 98.6(b)(3).

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay Minimum Wages**

11 **[Cal. Labor Code §§ 1194, 1194.2, 1197]**

12 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (a), (f), (g))**

13 43. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
14 fully set forth herein.

15 44. During the Class Period, Defendants failed to pay Plaintiff and the Minimum
16 Wage Subclass by forcing them to work off-the-clock after returning their kits and waiting for
17 management to audit their inventory and cash receipts.

18 45. As a direct and proximate cause of the aforementioned violations, Defendants
19 failed to pay Plaintiff and the Minimum Wage Subclass the minimum wage for each hour
20 worked. Plaintiff is informed and believes and thereon alleges that Defendants' failure to pay
21 the minimum wage for each hour worked, as described herein, was done willfully.

22 46. Based on the Defendants' conduct as alleged herein, Defendants are liable for
23 unpaid minimum wage compensation pursuant to Labor Code sections 1194 and 1197, liquidated
24 damages in an amount equal to the unpaid wages owed to such employees, plus interest.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Provide Meal Periods**

27 **[Cal. Labor Code §§ 226.7, 512]**

28 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (b), (f), (g))**

1 47. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
2 fully set forth herein.

3 48. During the Class Period, Defendants had, and continue to have, a policy and
4 practice of failing to provide Plaintiff and the Meal Period Subclass full and timely meal periods
5 as required by California Labor Code §§ 226.7 and 512 and applicable Wage Orders.

6 49. As a result of Defendants' policies and practices alleged herein, Plaintiff and the
7 Meal Period Subclass regularly have been denied, and continue to be denied, the opportunity to
8 take full, interrupted, and timely meal periods as required under California law.

9 50. As a direct and proximate cause of the aforementioned violations, Plaintiff and
10 the Meal Period Subclass have sustained economic damages, including but not limited to unpaid
11 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
12 economic and statutory damages and penalties and other appropriate relief due to Defendants'
13 violation of the California Labor Code and applicable Wage Orders.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Authorize and Permit Rest Periods**

16 **[Cal. Labor Code § 226.7]**

17 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (c), (f), (g))**

18 51. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
19 fully set forth herein.

20 52. During the Class Period, Defendants had, and continue to have, a policy and
21 practice of failing to authorize and permit Plaintiff and the Rest Period Subclass to take rest
22 breaks as required by California Labor Code § 226.7 and applicable Wage Orders.

23 53. As a result of Defendants' policies and practices alleged herein, Plaintiff and the
24 Rest Period Subclass regularly have been denied, and continue to be denied, the opportunity to
25 take full, interrupted, and timely rest periods as required under California Labor Code § 226.7
26 and applicable Wage Orders.

27 54. Defendants violated, and continue to violate, California Labor Code § 226.7 and
28 applicable Wage Orders by failing to pay Plaintiff and the Rest Period Subclass who were not

1 provided a rest period, in accordance with the applicable Wage Order, one additional hour of
2 compensation at each employee's regular rate of pay for each workday that a rest period was not
3 provided.

4 55. As a direct and proximate cause of the aforementioned violations, Plaintiff and
5 the Rest Period Subclass have sustained economic damages, including but not limited to unpaid
6 wages and lost interest, in an amount according to proof a trial, and are entitled to recover
7 economic and statutory damages and penalties and other appropriate relief due to Defendants'
8 violation of the California Labor Code and applicable Wage Orders.

9 **FOURTH CAUSE OF ACTION**

10 **Failure to Pay Overtime Wages**

11 **[Cal. Labor Code §§ 510, 1194, 1198]**

12 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (d), (f), (g))**

13 56. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
14 fully set forth herein.

15 57. Pursuant to California Labor Code §§ 510, 1194, and 1198, and applicable Wage
16 Orders, Defendants are required to compensate Plaintiff and the Overtime Subclass for all
17 overtime at a rate of one and one-half (1½) times the regular rate of pay for all hours worked in
18 excess of eight (8) hours per day and at a rate of twice the regular rate of pay for all hours worked
19 in excess of twelve (12) hours in any workday.

20 58. During the Class Period, Defendants failed to compensate, and continue to fail to
21 compensate, Plaintiff and the Overtime Subclass for all overtime hours worked as required under
22 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other
23 things, failing to pay overtime at one and one-half (1½) times and/or double the regular rate of
24 pay.

25 59. As a direct and proximate cause of the aforementioned violations, Plaintiff and
26 the Overtime Subclass have suffered, and continue to suffer, substantial losses related to the use
27 and enjoyment of such wages and lost interest on such wages. Plaintiff and the Overtime Subclass
28 are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest,

1 penalties, attorneys' fees, expenses, and costs of suit.

2 **FIFTH CAUSE OF ACTION**

3 **Failure to Reimburse Business Expenses**

4 **[Cal. Labor Code §§ 2802, 2800, 1197.1]**

5 **(Against all Defendants by Plaintiff individually and Plaintiff on Behalf of the Class and**
6 **Subclasses (e)-(g))**

7 60. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
8 fully set forth herein.

9 61. At all times relevant herein, Defendants were required to indemnify their
10 employees for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of the employees' duties, or of the employees' obedience to the
12 Defendants' directions.

13 62. During the Class Period, Plaintiff was required to use his own personal device to,
14 among other things, respond to work-related phone calls, e-mails and/or text messages and
15 completing scheduling and other functions, after he had clocked out from his shifts. Plaintiff
16 alleges that Defendants' company policy is to not to provide any company-owned devices for
17 Plaintiff or the Reimbursement Subclass to perform these tasks.

18 63. In addition, as to Plaintiff individually, Defendants failed to properly and fully
19 reimburse Plaintiff for the total loss of his personal vehicle, which Plaintiff was required to use
20 to perform his delivery duties. Defendants required Plaintiff to perform deliveries using his
21 personal vehicle despite knowing that neither Defendants nor Plaintiff carried the necessary
22 insurance policy to cover any damage to Plaintiff's vehicle. On or about October 16, 2020,
23 Plaintiff was involved in a car accident, resulting in a total loss of his personal vehicle.
24 Defendants have not reimbursed Plaintiff of his personal vehicle. As such, Plaintiff did not
25 receive appropriate expense reimbursement, and therefore received total wages in an amount less
26 than minimum wage where applicable.

27 **SIXTH CAUSE OF ACTION**

28 **Waiting Time Penalties**

[Cal. Labor Code § 201.5]

1 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (f) and (g))**

2 64. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
3 fully set forth herein.

4 65. Pursuant to California Labor Code § 201.5, an employee engaged in the
5 production of motion pictures is entitled to receive payment of wages earned at the time of the
6 termination by the next regular payday.

7 66. Defendants' failure to pay the Waiting Time Penalty Subclass, who are no longer
8 working for Defendants, all wages owing to former employees was willful.

9 67. As a direct and proximate cause of the aforementioned violations, Plaintiff and
10 the Waiting Time Penalty Subclass have suffered, and continue to suffer, substantial losses
11 related to the use and enjoyment of such wages and lost interest on such wages. Plaintiff and the
12 Waiting Time Penalty Subclass are entitled to recover penalties against Defendants in an amount
13 to be determined at trial pursuant to Labor Code § 203, which provides that an employee's wages
14 shall continue as a penalty until paid, for a period of up to thirty (30) days from the time they
15 were due.

16 **SEVENTH CAUSE OF ACTION**

17 **Failure to Furnish Accurate Itemized Wage Statements**

18 **[Cal. Labor Code § 226]**

19 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclass (g))**

20 68. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
21 fully set forth herein.

22 69. During the Class Period, Defendants failed to provide, and continue to fail to
23 provide, Plaintiff and the Wage Statement Subclass with timely and accurate itemized wage
24 statements in writing showing each employee's gross wages earned, total hours worked, all
25 deductions made, net wages earned, the name and address of the legal entity or entities
26 employing Plaintiff and the Wage Statement Subclass, and all applicable hourly rates in effect
27 during each pay period and the corresponding number of hours worked at each hourly rate, in
28 violation of California Labor Code § 226 and applicable Wage Orders.

1 70. During the Class Period, Plaintiff and the Wage Statement Subclass suffered
2 injury, and continue to suffer injury, as a result of Defendants' failure to provide timely and
3 accurate itemized wage statements, as Plaintiff and the Wage Statement Subclass could not
4 promptly and easily determine from the wage statement alone one or more of the following: the
5 gross wages earned, the total hours worked, all deductions made, the net wages earned, the name
6 and address of the legal entity or entities employing Plaintiff and the Wage Statement Subclass,
7 and all applicable hourly rates in effect during each pay period, including the corresponding
8 number of hours worked at each hourly rate.

9 71. As a direct and proximate cause of the aforementioned violations, Plaintiff and
10 the Wage Statement Subclass have suffered actual damages in an amount according to proof at
11 trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and the
12 Wage Statement Subclass are entitled to an award of costs, expenses, and reasonable attorneys'
13 fees, as well as other available remedies.

14 **EIGHTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

16 **[Cal. Labor Code § 2698 *et seq.*]**

17 **(Against All Defendants by Plaintiff on Behalf of Aggrieved Employees)**

18 72. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
19 fully set forth herein.

20 73. PAGA expressly establishes that any provision of the California Labor Code that
21 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
22 divisions, commissions, boards, agencies, or employees for a violation of the California Labor
23 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
24 himself or herself, and other current or former employees.

25 74. Plaintiff and the other non-exempt delivery workers are "aggrieved employees"
26 as defined by California Labor Code § 2699(c) in that they are all current or former employees
27 of Defendants, and one or more of the alleged violations was committed against them.

28 75. Plaintiff seeks to recover PAGA civil penalties through a representative action

for violations of the following Labor Code provisions:

- a.** Failure to pay minimum and overtime wages in violation of Labor Code §§ 510, 558, 1194, and 1198;
- b.** Failure to provide meal and rest breaks in violation of Labor Code §§ 226.7, 512, 558;
- c.** Failure to provide written notice to employees at the time of hiring concerning basic information material to their employment relationship in violation of Labor Code § 2810.5;
- d.** Failure to provide itemized wage statements in violation of Labor Code § 226;
- e.** Failure to pay all wages earned no less than the payday for the next regular payroll period in violation of Labor Code § 204;
- f.** Failure to reimburse necessary business expenses in violation of Labor Code § 2802;
- g.** Failure to pay all compensation due to former employees at the time they were discharged in violation of Labor Code § 201-204; and
- h.** Unlawfully discharging an employee in retaliation of complaining about unlawful practices in violation of Labor Code 1102.5.

76. On March 18, 2021, Plaintiff filed a claim notice online with the California LWDA, LWDA-CM-826282-21, and mailed the same via certified mail to Defendants. To date, Plaintiff has not received a response. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act.

77. Plaintiff was compelled to retain the services of counsel to file this court action to protect the interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699.

1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code § 17200 et seq.]**

4 **(Against all Defendants by Plaintiffs on Behalf of the Class)**

5 78. Plaintiff re-alleges and incorporates by reference the above paragraphs as though
6 fully set forth herein.

7 79. Each and every one of Defendants' acts and omissions as heretofore described
8 constitute unfair and unlawful business practices under California Business and Professions
9 Code § 17200 *et seq.*

10 80. Defendants' violations of California wage and hour laws constitute a business
11 practice because Defendants' aforementioned acts and omissions were done repeatedly over a
12 significant period of time, and in a systematic manner, to the detriment of Plaintiff and the Class
13 Members.

14 81. Defendants have avoided payment of earned wages, overtime wages, meal period
15 wages, rest break premiums, and other benefits, as required by the California Labor Code, the
16 California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have
17 failed to record, report, and pay the correct sums of assessment to the state authorities under the
18 California Labor Code and other applicable regulations.

19 82. As a result of Defendants' unfair and unlawful business practices, Defendants have
20 reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class
21 Members, and members of the public. Defendants should be made to disgorge their ill-gotten
22 gains and to restore them to Plaintiff and the Class Members.

23 83. Defendants' unfair and unlawful business practices entitle Plaintiff and the Class
24 Members to seek preliminary and permanent injunctive relief, including but not limited to orders
25 that Defendants account for, disgorge, and restore Plaintiff and Class Members the wages and
26 other compensation unlawfully withheld from them. Plaintiff and Class Members are entitled to
27 restitution of all monies to be disgorged from Defendants in an amount subject to proof at trial.
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WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as
S:

1. For compensatory damages in an amount to be proven at trial;
2. For restitution and disgorgement of profits according to proof from Defendants' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and IWC Wage Orders and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision providing for pre-judgment interest;
8. For an award of any and all monies required to be paid and/or reimbursed to Plaintiff including but not limited to monies required to be indemnified for;
9. For reasonable attorney fees and cost of suit pursuant to California Labor Code §§ 1194 and 2802, California Civil Code § 1021.5, and any other applicable provisions provide for attorneys' fees and costs;
10. For damages or penalties pursuant to statute as set forth in California Labor Code § 2802, and for costs and attorneys' fees;
11. For civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a);
12. For declaratory relief;
13. For an order certifying the action as a class action;
14. For an order appointing Plaintiff as a class representative and Plaintiff's counsels as

1 class counsels; and

2 15. For such other and further relief as this Court deems just and proper.

3
4 DATED: July 14, 2021

KIM LEGAL, APC
HELEN KIM LAW, APC

5
6 By: /s/ Frank H. Kim
7 Frank H. Kim, Esq.
8 Helen U. Kim, Esq.
9 *Attorneys for Plaintiff Hunter Meelee*

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9 *Attorneys for Plaintiff HUNTER MEELEE*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 HUNTER MEELEE, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 SHRYNE GROUP, INC., a domestic
18 corporation; STIIIZY, LLC, a domestic
19 limited liability company; IGS SOLUTIONS,
20 LLC, a domestic limited liability company;
and DOES 1 through 50, inclusive,

21 Defendants.
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ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 15 2021

Sherril R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

Case No.: 21STCV03751

PROOF OF SERVICE

Dept: 6

Judge: Hon. Elihu M. Berle

Complaint Filed: February 1, 2021

PROOF OF SERVICE
Meelee v. Shryne Group, Inc., et al.
21STCV03751

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. My business address is: 3435 Wilshire Blvd., Ste. 2700, Los Angeles, CA 90010

On July 14, 2021, I served true copies of the following document(s) described as:

1. SECOND AMENDED COMPLAINT

on the interested parties in this action as follows:

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Todd Scherwin, Esq.
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Attorneys for HUNTER MEELEE

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be uploaded on Case Anywhere.

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

Executed on July 14, 2021, at Los Angeles, California.



Frank Kim