

Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
F. Shawn Azizollahi (SBN 268116)
shawn@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone
(310) 275-1801 fax

Attorneys for Plaintiffs
BIANCA GIBBONS and ALEXANDRA DAMPIER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

BIANCA GIBBONS and ALEXANDRA
DAMPIER, on behalf of themselves and all
others similarly situated;

Plaintiffs,

vs.

SSL GROUP, INC., a California corporation;
TOM L. THEATERS, INC., a California
corporation; SK DYNAMIC MANAGEMENT,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No. CIVSB2508723

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 8. PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Bianca Gibbons and Alexandra Dampier (“Plaintiffs”), on behalf of themselves
2 and all others similarly situated, and as private attorneys general on behalf of the State of
3 California and other aggrieved employees, hereby bring this Class and Representative Action
4 Complaint against SSL GROUP, INC.; TOM L. THEATERS, INC.; SK DYNAMIC
5 MANAGEMENT, INC.; and Does 1 through 100, inclusive (collectively, “Defendants”), and on
6 information and belief allege as follows:

7 **JURISDICTION**

8 1. Plaintiffs, on behalf of themselves and all others similarly situated, and as private
9 attorneys general on behalf of the State of California and other aggrieved employees, hereby bring
10 this class and representative action for recovery of unpaid wages and penalties under California
11 Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7,
12 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; and Industrial Welfare
13 Commission Wage Order No. 10 (“Wage Order 10”), in addition to seeking declaratory relief,
14 injunctive relief, and restitution. This class action is brought pursuant to California Code of Civil
15 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California
16 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in San Bernardino County. Defendants own, maintain offices, transact business, have an
21 agent or agents within San Bernardino County, and/or otherwise are found within San Bernardino
22 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

23 **PARTIES**

24 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
25 Plaintiffs were, and currently are, California residents. During the four years immediately
26 preceding the filing of this action and within the statute of limitations periods applicable to each
27 cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees.
28 Plaintiffs were, and are, victims of Defendants’ policies and/or practices complained of herein,

1 lost money and/or property, and have been deprived of the rights guaranteed by California Labor
2 Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*
3 *seq.*, California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage
4 Order 10, which sets employment standards for employees in the amusement and recreation
5 industry, which includes any business operated for the purpose of furnishing entertainment to the
6 public.

7 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
8 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
9 business as an adult entertainment venue called Fantasy Topless Theatre, and that they employed
10 Plaintiffs and other similarly situated non-exempt employees within Los Angeles County and the
11 State of California.

12 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
13 corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
14 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
15 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed
16 and believe, and thereon allege, that each of said fictitious defendants, whether individual,
17 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
18 and proximately caused Plaintiffs and the Classes (defined in Paragraph 17) to be subject to the
19 unlawful employment practices, wrongs, injuries, and damages complained of herein.

20 6. Plaintiffs are informed and believe, and based thereon allege, that at all times
21 mentioned herein, Defendants were and are the employers of Plaintiffs and all Class members.

22 7. At all times herein mentioned, each of said Defendants participated in the acts
23 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
24 each of them, were the agents, servants, and employees of each of the other Defendants, as well
25 as the agents of all Defendants, and at all times herein mentioned were acting within the course
26 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
27 and/or otherwise ratified each of the acts or omissions alleged herein.

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1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
5 Class Members (as defined in Paragraph 17).

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff Gibbons worked for Defendants in California for approximately 10 years
8 as a non-exempt dancer, DJ, and “door girl” until in or about January 2025. Plaintiff Dampier
9 worked for Defendants in California as a dancer from in or about July 2021 until in or about
10 January 2025.

11 10. During Plaintiffs’ employment with Defendants, Defendants often failed to pay
12 Plaintiffs and other non-exempt employees at least the minimum wage for all hours worked.
13 Specifically, when Plaintiffs or other employees worked as dancers, Defendants would schedule
14 them for 5-hour shifts and pay them a flat rate (e.g., \$68) for those 5 hours of work. The flat rate
15 divided by 5 hours of work was consistently below the minimum wage. Moreover, Defendants
16 suffered or permitted employees to work beyond those 5 hours, but even though Defendants knew
17 (or reasonably should have known) that employees frequently worked beyond 5 hours,
18 Defendants failed to pay those employees *any* hourly wage for any work beyond 5 hours.
19 Although Defendants allowed Plaintiffs and other employees to earn commissions (both during
20 the initial 5 hours and afterwards), an employer may not “borrow” from commissions (or any
21 other form of non-hourly wages) in order to make up for a shortfall in its minimum wage
22 obligations.

23 11. In addition, Plaintiffs frequently worked over 8 hours in a workday and/or over 40
24 hours in a workweek, but Defendants failed to pay any overtime wages to Plaintiffs. For example,
25 Plaintiff Gibbons would often work back-to-back shifts as a DJ or “door girl” such that she
26 worked 14 hours or more in a workday, but she was never paid overtime or double-time
27 compensation for such shifts. Instead, she was paid a flat rate (e.g., \$133 or \$158) for each shift,
28 regardless how many hours she worked. On information and belief, Defendants did not pay any

overtime compensation to Plaintiffs or other non-exempt employees throughout the putative class period.

12. The wage statements provided to Plaintiffs and other non-exempt employees failed to include an accurate accounting of their actual hours worked. For wage statements reflecting pay for their work as dancers (which listed SSL Group, Inc. as the employer), Defendants would include an inaccurate number of hours worked on the wage statement. For wage statements reflecting pay for work as a DJ or “door girl” (which listed Tom L. Theater, Inc. or SK Dynamic Management, Inc. as the employer), Defendants would include a flat rate of pay (e.g., \$133 or \$158) and a number of shifts “units,” but failed to include an accounting for the number of hours worked. These practices violate Labor Code § 226(a)(2) and (a)(9), which require employers to include an accurate accounting of an employee’s total hours worked and number of hours worked at each rate of pay, on the employee’s wage statement in each pay period.

13. During Plaintiffs’ employment with Defendants, Plaintiffs and other non-exempt employees frequently were unable to take 30-minute, off-duty meal periods. Simply put, Defendants made no effort to provide meal periods to Plaintiffs and other employees, and in fact directed Plaintiffs and other employees not to take 30-minute meal periods for the entirety of their shifts. Indeed, on one occasion Plaintiff Gibbons requested to take a 30-minute break in order to get some food, but she was forbidden from doing so by her manager. Moreover, Plaintiffs and other employees frequently worked shifts greater than 10 hours, and they were not provided with two meal periods on such shifts. Despite failing to provide Plaintiffs and other non-exempt employees with legally compliant meal periods, Defendants have failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

14. Defendants have also failed to authorize and permit rest periods to Plaintiffs and other non-exempt employees. As with meal periods, Plaintiffs and other non-exempt employees were required to remain on the job site and/or on-duty at all times throughout their shifts, and therefore they were not authorized and permitted off-duty rest periods. Moreover, on shifts over

1 10 hours, they were not authorized and permitted three rest periods, nor were they permitted fourth
2 rest periods on shifts over 14 hours. Despite failing to authorize and permit legally compliant rest
3 periods to Plaintiffs and other non-exempt employees, Defendants have failed to pay the rest
4 period premiums required by Labor Code § 226.7. Upon information and belief, during at least a
5 portion of the putative class period, Defendants have maintained no payroll code or other
6 mechanism for paying rest period premiums when Defendants failed to authorize and permit a
7 legally compliant rest period.

8 15. As a result of Defendants' failure to pay all wages due, their failure to account for
9 and compensate for all hours worked by its employees, and/or their failure to pay meal and rest
10 period premium wages, Defendants have failed to pay all wages to Plaintiffs and other formerly
11 employed non-exempt employees at the separation of their employment.

12 16. As a further result of Defendants' unlawful practices described above, Defendants
13 have maintained inaccurate payroll records and have issued inaccurate wage statements to
14 Plaintiffs and other non-exempt employees. In addition, the wage statements issued by
15 Defendants have been facially deficient in violation of Labor Code § 226(a). In addition to the
16 facial violations mentioned in paragraph 12 above, the wage statements issued by Defendants did
17 not include the address of the employer as required by Labor Code § 226(a)(8). This is true of all
18 wage statements issued during the relevant time period, including those with "Tom L Theater
19 Inc.," "SSL Group Inc.," and "SK Dynamic Management Inc." listed as the employer.

20 **CLASS ACTION ALLEGATIONS**

21 17. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
22 following Classes pursuant to Section 382 of the Code of Civil Procedure:

23 a. The Overtime Class consists of all of the Defendants' current and former non-
24 exempt employees in California who worked more than 8.0 hours in a workday and/or over
25 40.0 hours in a workweek and were subject to Defendants' timekeeping and payroll
26 practices, at any time from four years immediately preceding the filing of this action
27 through the present.

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b. The Minimum Wage Class consists of all of the Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping and payroll practices, at any point from four years prior to the filing of this action to the present.

c. The Meal Period Class consists of all of the Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or at least one shift in excess of 10.0 hours, at any time from four years immediately preceding the filing of this action through the present.

d. The Rest Period Class consists of all of the Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, at any time from four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have received a wage statement at any time from one year prior to the filing of this action to the present; and/or (ii) all of Defendants' employees in California (both exempt and non-exempt) who received a wage statement from Defendants at any time from one year prior to the filing of this action to the present that did not include the address of the employer.

f. The Waiting Time Class consists of (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed by Defendants and whose employment with Defendants ended at any time from three years immediately preceding the filing of this action through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated employees, which predominate over questions affecting only individual members. These

common questions include, but are not limited to:

- i. Whether Defendants have suffered or permitted overtime work without paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants have paid members of the Minimum Wage Class at least the minimum wage for all hours worked;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and
- vi. Whether Defendants issued compliant wage statements to members of the Wage Statement Class.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual Class members. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping, overtime, wage statement, meal period, rest period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

21. **Typicality:** Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiffs, like the members of the Classes, were not paid all earned minimum wages, overtime wages, and double-time wages; were subject to Defendants' uniform meal and rest period policies/practices; were furnished with inaccurate wage statements; and were deprived of all final wages upon their separation of employment from Defendants.

1 22. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
2 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
3 Plaintiffs’ attorneys are ready, willing, and able to fully and adequately represent the members of
4 the Classes and Plaintiffs. Plaintiffs’ attorneys have prosecuted numerous wage-and-hour class
5 actions in state and federal courts in the past and are committed to vigorously prosecuting this
6 action on behalf of the members of the Classes.

7 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
16 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
17 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
18 an individual remedy would discourage the assertion of lawful claims by employees who would
19 be disinclined to file an action against their former and/or current employer for real and justifiable
20 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
21 prosecution of separate actions by individual class members would create a substantial risk of
22 inconsistent or varying verdicts or adjudications with respect to the individual class members
23 against Defendants herein; and which would establish potentially incompatible standards of
24 conduct for Defendants. Further, the claims of the individual members of the Classes are not
25 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
26 costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are
27 maintainable under Section 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 24. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 25. Wage Order 10 and Labor Code §§ 1197 and 1182.12 establish employees' right
6 to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
7 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
8 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
9 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

10 26. At all relevant times, Defendants failed to conform their pay practices to the
11 requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours
12 actually worked including, but not limited to, all hours they were subject to Defendants' control
13 and/or suffered or permitted to work under the Labor Code and Wage Order 10.

14 27. As a direct and proximate result of Defendants' unlawful conduct as alleged
15 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but
16 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
17 entitled to recover economic and statutory damages and penalties and other appropriate relief as
18 a result of Defendants' violations of the California Labor Code and Wage Order 10.

19 28. Defendants' practice and uniform administration of corporate policy regarding
20 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
21 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
22 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
23 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME WAGES**

26 **(AGAINST ALL DEFENDANTS)**

27 29. Plaintiffs re-allege and incorporate by reference all prior paragraphs.

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30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

31. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 10. Wage Order 10, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 10, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiffs and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

32. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiffs and Meal Period Class members, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 10, for the reasons set forth herein.

35. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 10, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

36. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

37. Labor Code §§ 226.7 and 516, and Wage Order 10, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

38. As alleged herein, Defendants have failed to authorize and permit Plaintiffs and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiffs and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

39. The foregoing violations create an entitlement to recovery by Plaintiffs and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked, all hours worked at each hourly rate, gross and net wages earned, and the address of the employer, in violation of Labor Code § 226.

42. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all wages earned, and the non-provision of information required to be included on the wage statements (including but not limited to the address of the employer) and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

43. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

45. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid minimum wages, unpaid overtime and double-time wages, and unpaid meal and rest period premium wages.

47. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

1 48. Defendants' failure to pay all final wages was willful within the meaning of Labor
2 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
3 Time Class their earned wages upon separation from employment results in a continued payment
4 of daily wages up to thirty days from the time the wages were due. Plaintiffs and members of the
5 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
6 attorneys' fees and costs of suit.

7 **SEVENTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

11 50. Defendants have engaged, and continue to engage, in unfair and/or unlawful
12 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
13 Plaintiffs and the Classes all minimum wages and overtime wages due, failing to provide meal
14 periods or pay meal period premium wages, failure to authorize and permit rest periods or pay
15 rest period premium wages, failing to furnish accurate and complete itemized wage statements,
16 and failing to pay all earned wages at separation of employment.

17 51. Defendants' utilization of these unfair and/or unlawful business practices has
18 deprived Plaintiffs and members of the Classes of compensation to which they are legally entitled,
19 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
20 Defendants' competitors who have been and/or are currently employing workers and attempting
21 to do so in honest compliance with applicable wage and hour laws. The acts complained of herein
22 occurred within the four years immediately preceding the filing of this action.

23 52. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
24 alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full
25 restitution of monies as necessary and according to proof, to restore all monies withheld, acquired,
26 and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

27 53. Plaintiffs were compelled to retain the services of counsel to file this court action
28 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on

1 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
2 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
3 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

4 **EIGHTH CAUSE OF ACTION**
5 **PRIVATE ATTORNEYS GENERAL ACT**
6 **(AGAINST ALL DEFENDANTS)**

7 54. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

8 55. Defendants have committed several Labor Code violations against Plaintiffs and
9 other aggrieved employees. Plaintiffs are "aggrieved employees" within the meaning of Labor
10 Code § 2698 *et seq.* Plaintiffs, acting on behalf of themselves, the State of California, and other
11 aggrieved employees, bring this representative action against Defendants to recover the civil
12 penalties due to Plaintiffs, other aggrieved employees, and the State of California according to
13 proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based
14 on the following violations:

- 15 a. Failing to pay Plaintiffs and other aggrieved employees at least the applicable
16 minimum wage for all hours worked, in violation of Labor Code §§ 204, 1182.12,
17 1194, 1194.2, 1197, and 1198;
- 18 b. Failing to pay Plaintiffs and other aggrieved employees all overtime and/or
19 double-time compensation earned, in violation of Labor Code §§ 204, 510, 558,
20 1194, and 1198;
- 21 c. Failing to provide all legally required meal periods and failing to pay meal period
22 premiums to Plaintiffs and other aggrieved employees, in violation of Labor Code
23 §§ 226.7, 512, 558, and 1198;
- 24 d. Failing to authorize and permit rest periods and failing to pay rest period
25 premiums to Plaintiffs and other aggrieved employees, in violation of Labor Code
26 §§ 226.7, 516, 558, and 1198;
- 27 e. Failing to furnish Plaintiffs and other aggrieved employees with accurate and
28 complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

1 f. Failing to pay all final wages to Plaintiffs and other aggrieved former employees,
2 in violation of Labor Code §§ 201-203;

3 g. Failing to maintain accurate records regarding, including of the hours worked by,
4 Plaintiffs and other aggrieved employees, in violation of Labor Code §§ 1174,
5 1198, and 1199.

6 56. On or about February 28, 2025, Plaintiffs notified Defendants SLL Group, Inc.,
7 Tom L. Theaters, Inc., and SK Dynamic Management, Inc., via certified mail, and the California
8 Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations
9 of the California Labor Code and Plaintiffs’ intent to bring a claim under California Labor Code
10 § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph
11 55 (a)-(g) above. Now that sixty-five days have passed from Plaintiffs’ notifying Defendants and
12 the LWDA of these violations, Plaintiffs have exhausted their administrative requirements for
13 bringing a claim under the Private Attorneys General Act with respect to these violations.

14 57. Plaintiffs were compelled to retain the services of counsel to file this court action
15 to protect their interests and the interests of other aggrieved employees, and to assess and collect
16 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs,
17 which they are entitled to recover under Labor Code § 2699(k).

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
20 behalf this suit is brought against Defendants, as follows:

21 1. For an order certifying the proposed Classes;
22 2. For an order appointing Plaintiffs as representatives of the Classes;
23 3. For an order appointing counsel for Plaintiffs as counsel for the Classes;
24 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
25 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
26 1197, and 1198;

27 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
28 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

1 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;

3 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;

5 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to
6 Labor Code § 226;

7 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
8 Labor Code §§ 201-203;

9 10. Upon the Seventh Cause of Action, for restitution to Plaintiffs and members of the
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
11 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

12 11. Upon the Eighth Cause of Action, for any and all civil penalties available to
13 Plaintiffs, the State of California, and other aggrieved employees under the Private Attorneys
14 General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting
15 Defendants from engaging in the unlawful conduct alleged herein;

16 12. Prejudgment interest on all due and unpaid wages and other damages pursuant to
17 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
18 California Constitution;

19 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
20 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other applicable
21 statutes; and

22 14. For such other and further relief the Court may deem just and proper.

23 Date: May 5, 2025

MARQUEE LAW GROUP, APC

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25 Tuvia Korobkin
26 Attorneys for Plaintiffs

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Date: May 5, 2025



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First Amended Class and Representative Action Complaint