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Karina Pina

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KARINA PINA, an individual,

Plaintiff,

v.

MONKEYSPORTS INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **CVRI 2502323**

KARINA PINA'S COMPLAINT FOR:

- (1) Wrongful Termination in Violation of Public Policy**
- (2) Gender Discrimination in Violation of FEHA (Gov. Code § 12940, subd. (a))**
- (3) Work Environment Harassment (Gov. Code §§ 12923, 12940, subd. (j))**
- (4) Failure to Prevent Harassment, Discrimination and Retaliation (Gov. Code § 12940, subd. (k))**
- (5) Retaliation in Violation of FEHA (Gov. Code § 12940, subd. (h))**
- (6) Retaliation (Lab. Code § 1102.5)**
- (7) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**
- (8) Waiting Time Penalties (Lab. Code §§ 201-203)**
- (9) Failure to Provide Accurate Wage Statements (Lab. Code § 226)**
- (10) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**
- (11) Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

JURY TRIAL DEMANDED

1 Plaintiff Karina Pina brings this action against Defendant MonkeySports Inc. and Does 1
2 through 10, inclusive (collectively “Defendants”), and alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff Karina Pina (“Ms. Pina” or “Plaintiff”) is an individual residing in
5 Riverside County, California.

6 2. Defendant MonkeySports Inc. (“MonkeySports”) is a Texas corporation with its
7 principal place of business in Collin County, Texas.

8 3. Plaintiff is unaware of the true names and capacities of the defendants sued as Does
9 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will
10 amend this complaint to allege their true names and capacities when the same have been
11 ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is
12 responsible in some manner for the occurrences herein alleged and that Plaintiff’s damages were
13 proximately caused by said defendants’ conduct.

14 4. All the acts and conduct alleged herein were duly authorized, ordered by
15 management-level employees of Defendants. In addition, Defendants participated in the
16 aforementioned conduct of their said employees, agents and representatives, and, upon completion
17 of the aforesaid conduct, officers, directors, and/or managing agents of the Defendants ratified,
18 accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of the
19 conduct alleged herein.

20 **VENUE AND JURISDICTION**

21 5. The wrongful conduct alleged against the Defendants occurred in the County of
22 Riverside, California. At all times relevant hereto, the conduct at issue was part of a continuous
23 and ongoing pattern of behavior.

24 6. This Court is the proper forum to adjudicate this action because the wrongful acts
25 that are the subject of this action occurred here and because Defendants now reside in its
26 jurisdictional area.

27 7. Plaintiff has complied with and/or exhausted any applicable claims statutes and/or
28 administrative and/or internal remedies and/or grievance procedures, and/or is excused from

1 complying therewith. Plaintiff was issued a right-to-sue notice on or about February 25, 2025. A
2 true and correct copy of Plaintiff's "Right to Sue" letter is attached as **Exhibit A**.

3 **GENERAL ALLEGATIONS**

4 8. Ms. Pina began working at MonkeySports on March 11, 2011, as a Warehouse
5 Associate. Throughout her tenure, Ms. Pina received several promotions, the most recent in 2022
6 when she was promoted to Verification Manger. Ms. Pina never had any disciplinary or
7 performance issues and frequently received positive feedback from colleagues and supervisors
8 alike.

9 9. Ms. Pina observed that MonkeySports hired far more male employees than female
10 employees, and that the company employed more male managers than female managers. The
11 majority of upper management was made up of male employees. Ms. Pina also observed that
12 women were promoted far less than their male colleagues. Ms. Pina herself needed to ask for every
13 promotion she received, while several of her male colleagues were promoted and given raises
14 without needing to request them. When Ms. Pina did request promotions, her manager, Simon
15 Namaan ("Mr. Namaan"), resisted her requests, despite her outstanding job performance.

16 10. Mr. Namaan frequently showed preferential treatment towards Ms. Pina's male
17 colleagues. For example, in or about 2021, Mr. Namaan instructed Ms. Pina and her female
18 colleagues to make sales while providing customer service, even though they worked in the
19 customer service department and even though they had not received any sales training.

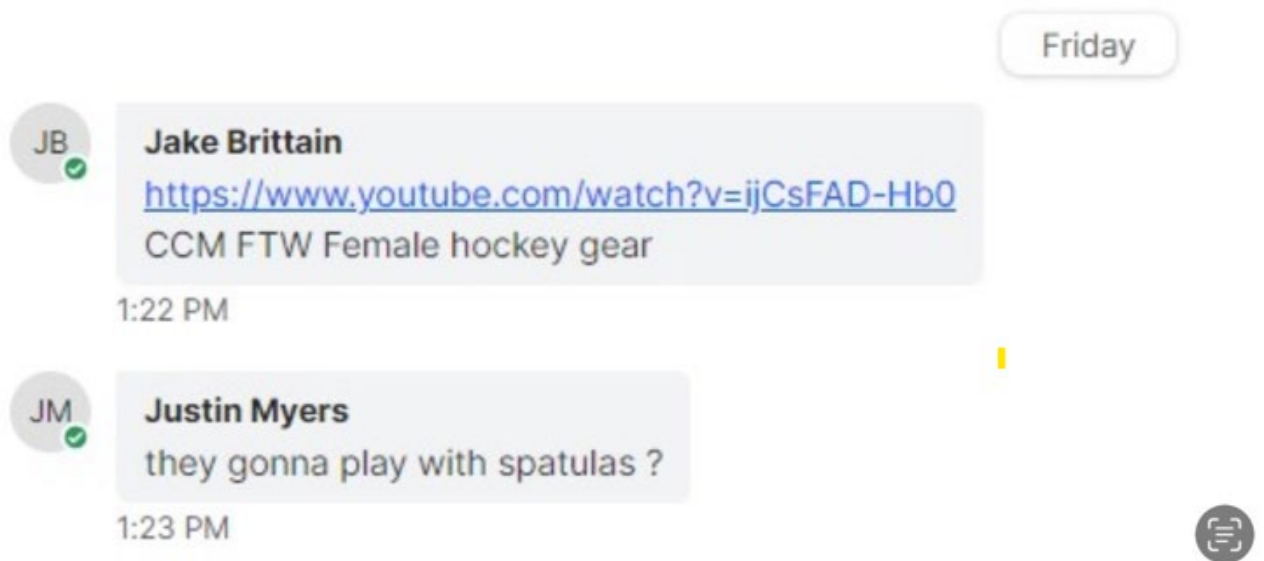
20 11. Around this time, when MonkeySports was hiring for a Customer Service Manager
21 position, Mr. Namaan granted Ms. Pina and two of her female colleagues the opportunity to be
22 Interim Customer Service Manager, but ultimately gave the role to a male employee with far less
23 experience, Cameron Nolan ("Mr. Nolan"), and never pushed him to make sales as he had with the
24 women in the Customer Service Department.

25 12. In approximately 2022, Ms. Pina began reporting to Mr. Nolan.

26 13. Ms. Pina was reclassified as a salaried employee when she was promoted to
27 Verification Manager in 2022 and remained so classified until 2024. However, Ms. Pina's salary
28 was \$60,000, which was less than two times the California minimum wage, which was \$15.00 in

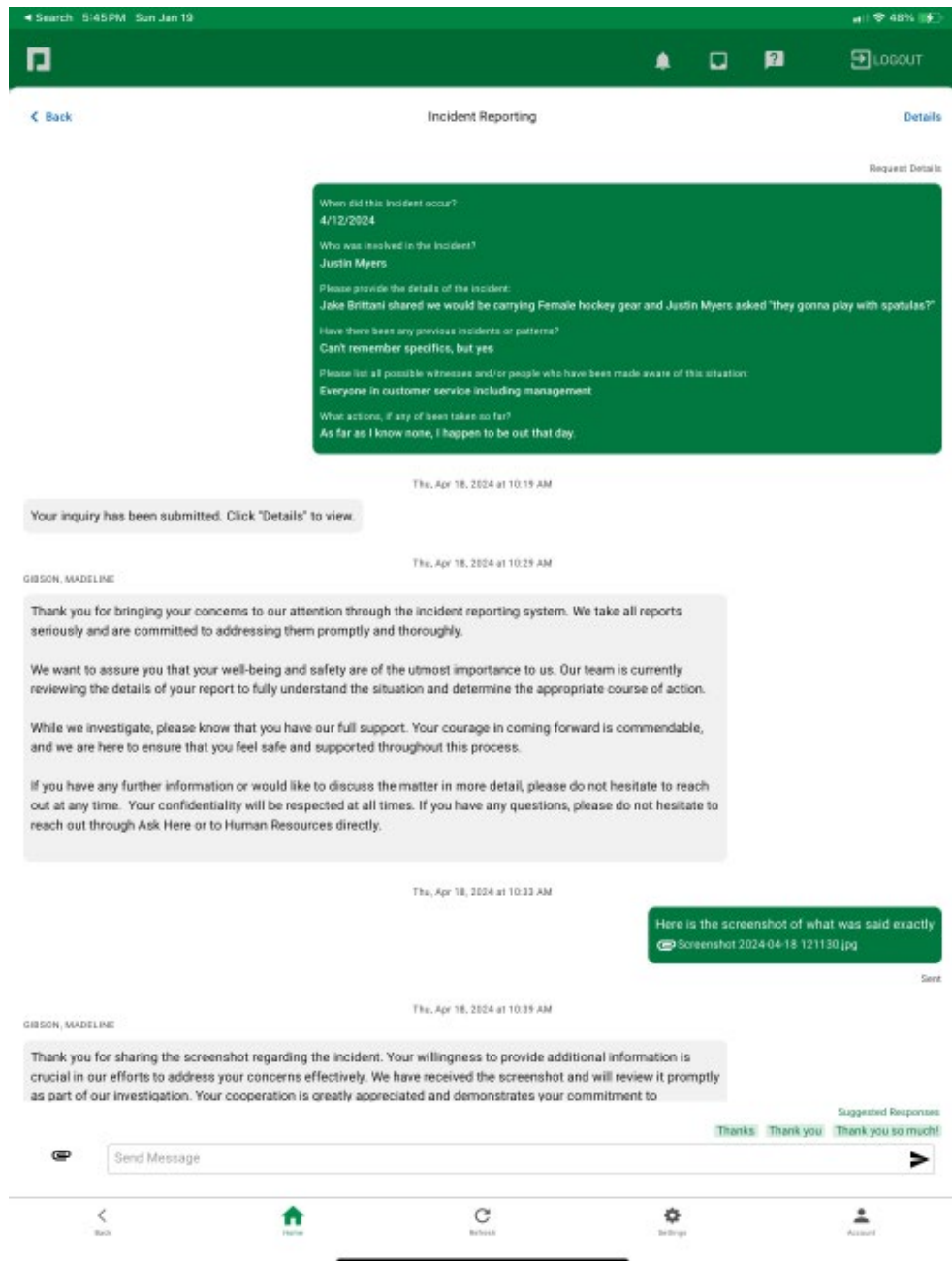
2022, \$15.50 in 2023, and \$16.00 in 2024. Ms. Pina frequently worked over 40 hours a week, but was not paid overtime wages due to her misclassification.

14. In approximately May of 2024, while Ms. Pina was on vacation, Customer Service Representative Justin Myers (“Mr. Myers”) posted a sexist message in the sales representative group chat that referenced a women’s hockey clothing line that MonkeySports was launching, and that implied that women were only good at working in the kitchen, a sexist stereotype. Their colleague Jake Brittain (“Mr. Brittain”) had posted a link to a YouTube video promoted the line of women’s hockey clothing, and Mr. Myers had responded “they gonna play with spatulas?”



15. When Ms. Pina returned from vacation her subordinate, Verification Analyst Anayssa Israel (“Ms. Israel”), complained to Ms. Pina about Mr. Myers’ sexist comment in the group chat, and complained of sexual harassment. Ms. Pina knew that Ms. Israel had complained to a different manager previously regarding Mr. Myers’ behavior, and that he had made her feel uncomfortable, but that neither that manager, nor HR had done anything to address Ms. Israel’s complaints:

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16. Immediately after Ms. Israel's complaints of sexual harassment, Ms. Pina reported Mr. Myers' text to HR and complained of sexual harassment. HR opened an investigation, and instructed Ms. Pina and her colleagues not to discuss the investigation among each other. HR interviewed everyone in the department individually, but Mr. Myers was not disciplined. HR then instructed everyone to watch a video about sexual harassment, and the investigation was concluded.

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1 17. In approximately August of 2024, Mr. Myers was promoted to Manager and began
2 overseeing his own department.

3 18. In August of 2024, approximately three months after her complaint of sexual
4 harassment, Ms. Pina was informed that MonkeySports was investigating a complaint about her
5 made by someone who did not work for MonkeySports.

6 19. On August 21, 2024, Ms. Pina met with HR Representative Lisa Marie Boykin
7 (“Ms. Boykin”) over Zoom. During the meeting, Ms. Boykin told Ms. Pina that the investigation
8 was concluded, and her employment was being terminated, and told that it was due to alleged
9 misuse of company information and systems.

10 20. Ms. Pina was shocked. She had not been interviewed during the investigation, nor
11 had she been allowed to provide a statement. Ms. Pina asked what the violation was that she was
12 being accused of, but Ms. Boykin refused to provide any additional information. Ms. Pina told Ms.
13 Boykin that she found it concerning that MonkeySports was taking this claim seriously, especially
14 because the person does not work for MonkeySports, and because she herself had not been told
15 what she was being accused of, nor was she given the opportunity to dispute the allegations against
16 her. Ms. Pina asked Ms. Boykin if the owners of the company knew that her employment was
17 being terminated, to which Ms. Boykin responded that all “necessary” parties were aware, but did
18 not specifically answer her question.

19 21. Ms. Pina, a woman, who had worked for MonkeySports for approximately 13 years,
20 was terminated after an outside complaint accused her misuse of company information and
21 systems, without being granted the ability to dispute the claims, while three months prior, Mr.
22 Myers, a man, who made a sexist comment in a company group chat, was not disciplined
23 whatsoever, and was even rewarded for his sexual harassment with a promotion. This, along with
24 the preferential treatment of male employees, and the lack of promotions for female employees,
25 evidences systematic discrimination based on gender throughout the company. Ms. Pina was
26 terminated due to her gender, and in retaliation for reporting sexual harassment.

27 22. It wasn’t several months later that Ms. Pina learned that she had been denied
28 unemployment benefits that she discovered that MonkeySports was accusing her of looking up the

1 name of a former employee, whose name is Shawn Kuffner (“Mr. Kuffner”), in the company’s
2 system. Ms. Pina had previously been in a relationship with Mr. Kuffner, and any information that
3 was on the company’s system was information she already had. Additionally, MonkeySports was
4 well aware of Ms. Pina and Mr. Kuffner’s relationship, and they had even placed them in the same
5 room during a training for which they needed to travel several years prior.

6 23. Ms. Pina later learned that all of her responsibilities were given to her male
7 manager, Mr. Nolan.

8 **FIRST CAUSE OF ACTION**

9 **Wrongful Termination in Violation of Public Policy**

10 (Against All Defendants)

11 24. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
12 fully herein.

13 25. Plaintiff was employed by MonkeySports beginning in March of 2011.

14 26. MonkeySports discharged Plaintiff on or about August 21, 2024.

15 27. Plaintiff’s race and her complaints to MonkeySports’s management regarding racial
16 discrimination and harassment by MonkeySports employees were substantial motivating reasons
17 for Plaintiff’s discharge.

18 28. As a result of MonkeySports’s conduct, Plaintiff has sustained, and continues to
19 sustain, damages, in the form of lost wages and other employment benefits, and emotional and
20 physical distress in an amount in excess of the minimum jurisdictional requirements of this court,
21 in an amount to be proven at trial.

22 **SECOND CAUSE OF ACTION**

23 **Gender Discrimination in Violation of FEHA (Gov. Code § 12940, subd. (a))**

24 (Against All Defendants)

25 29. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
26 fully herein.

27 30. At all times relevant hereto, Ms. Pina was an employee of MonkeySports.

28 31. MonkeySports discharged/constructively discharged Ms. Pina.

32. Ms. Pina's gender and complaints of sexual harassment were substantial motivating reasons for MonkeySports's decision to discharge her.

33. Ms. Pina was harmed and Defendants' conduct was a substantial factor in causing Ms. Pina's harm.

THIRD CAUSE OF ACTION

Work Environment Harassment (Gov. Code §§ 12923, 12940, subd. (j))

(Against All Defendants)

34. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth fully herein.

35. Ms. Pina was employed by MonkeySports.

36. During the course of her employment, Ms. Pina was subjected to harassing conduct because of her gender by MonkeySports's management and employees, including Simon Namaan and Justin Myers. Specifically, Mr. Namaan repeatedly harassed Ms. Pina during her employment by passing her over for promotions in favor of male employees. Mr. Myers sent a sexist text in the customer service group chat.

37. The harassing conduct Ms. Pina experienced was both severe and pervasive, and a reasonable person in Ms. Pina's circumstances would have considered the work environment to be hostile, intimidating, offensive, oppressive, and abusive.

38. Ms. Pina considered the work environment to be hostile, intimidating, offensive, oppressive, and abusive because of the conduct that MonkeySports and its management and employees—including Mr. Namaan and Mr. Myers—engaged in.

39. Mr. Namaan and Mr. Myers deliberately harassed, humiliated, and discriminated against Ms. Pina because of her gender.

40. Mr. Namaan was Plaintiff's supervisor.

41. MonkeySports knew or should have known about this conduct and yet failed to take immediate and appropriate corrective action.

42. Ms. Pina incurred economic and non-economic damages because of the Defendants' conduct and such conduct was a substantial factor in causing her damages.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Prevent Harassment, Discrimination and Retaliation**

3 **(Gov. Code § 12940, subd. (k))**

4 (Against All Defendants)

5 43. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
6 fully herein.

7 44. At all relevant times, Plaintiff was employed by MonkeySports.

8 45. At all relevant times, MonkeySports employed five or more persons.

9 46. Plaintiff was subjected to harassment, discrimination, and retaliation because of her
10 race in the course of her employment with MonkeySports.

11 47. MonkeySports failed to take all reasonable steps to prevent the harassment,
12 discrimination, and retaliation.

13 48. Plaintiff was harmed and MonkeySports's failure to take all reasonable steps to
14 prevent harassment, discrimination, and retaliation was a substantial factor in causing Plaintiff's
15 harm.

16 **FIFTH CAUSE OF ACTION**

17 **Retaliation in Violation of FEHA (Gov. Code § 12940, subd. (h))**

18 (Against All Defendants)

19 49. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
20 fully herein.

21 50. Plaintiff was employed by MonkeySports.

22 51. At all times mentioned herein, MonkeySports employed five or more persons.

23 52. During her employment at MonkeySports, Plaintiff endured severe and pervasive
24 gender discrimination at the hands of her manager, Simon Namaan, and her colleague, Justin
25 Myers.

26 53. Plaintiff complained of the gender discrimination and harassment to MonkeySports
27 by filing a complaint about Mr. Myers' sexist text.

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1 54. Plaintiff's complaint was a substantial motivating reason for the adverse
2 employment actions taken by MonkeySports against Plaintiff, including her termination.

3 55. Plaintiff was harmed and MonkeySports's adverse employment actions against
4 Plaintiff, including MonkeySports's discharge of Plaintiff, were substantial factors in causing her
5 harm.

6 **SIXTH CAUSE OF ACTION**

7 **Retaliation (Lab. Code § 1102.5)**

8 (Against All Defendants)

9 56. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
10 fully herein.

11 57. At all times relevant to this Complaint, Plaintiff was an employee of MonkeySports.

12 58. At all times mentioned herein, MonkeySports employed five or more persons.
13 Labor Code section 1102.5 requires MonkeySports to refrain from retaliating against any
14 employee as a result of the employee's opposition to practices forbidden by state or federal statute,
15 or practices that violate or do not comply with a local, state, or federal rule or regulation pursuant
16 to Labor Code section 1102.5, subdivision (c).

17 59. Plaintiff complained to MonkeySports and its agents about gender discrimination in
18 the workplace, specifically, gender harassment and discrimination at the hands of her coworker,
19 Justin Myers.

20 60. Plaintiff had reasonable cause to believe that Defendants' harassment, and failure to
21 prevent said harassment was a violation of law.

22 61. Plaintiff's reporting of MonkeySports's unlawful conduct toward her was a
23 substantial factor in Plaintiff's termination, in violation of Labor Code section 1102.5.

24 62. As a result of MonkeySports's conduct, Plaintiff has sustained, and continues to
25 sustain, damages, in the form of lost wages and other employment benefits, and emotional and
26 physical distress in an amount in excess of the minimum jurisdictional requirements of this court,
27 in an amount to be proven at trial.

28 //

1 63. MonkeySports acted for the purpose of causing Plaintiff to suffer financial loss and
2 severe emotional distress and is guilty of oppression and malice, justifying an award of punitive
3 damages.

4 64. As a further legal result of the above-described conduct of MonkeySports, Plaintiff
5 has and will continue to incur attorneys' fees and costs in an amount according to proof.

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**

8 (Against All Defendants)

9 65. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
10 fully herein.

11 66. At all times relevant to this complaint, Plaintiff was employed by MonkeySports.

12 67. By the course of conduct set forth above, Defendants violated Labor Code sections
13 510, 1194, and relevant IWC Wage Orders.

14 68. The Labor Code requires employers, such as Defendants, to pay overtime
15 compensation to all non-exempt employees.

16 69. At all relevant times, Plaintiff was a non-exempt employee entitled to be paid
17 proper overtime compensation for all overtime hours worked.

18 70. Labor Code section 510 and the applicable Wage Orders require that an employer
19 compensate all work performed by an employee in excess of eight hours in one workday or in
20 excess of forty hours in any one workweek, and all work performed by an employee during the
21 first eight hours worked on the seventh day of work in any one workweek, at one and one-half
22 times the employee's regular rate of pay.

23 71. Labor Code section 510 and the applicable Wage Orders further require that an
24 employer compensate all work performed by an employee in excess of 12 hours in one workday,
25 and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's
26 regular rate of pay.

27 72. During the relevant time period, Plaintiff worked in excess of eight hours in a work
28 day and/or 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

1 81. Labor Code section 226, subdivision (a) requires employers to provide employees,
2 semi-monthly or at the time of each payment of wages, with a statement that accurately reflects
3 certain itemized information including total number of hours worked.

4 82. Defendants knowingly and intentionally failed to furnish Plaintiff with timely and
5 accurate wage statements that accurately reflected the total number of hours worked and wages
6 earned, as required by Labor Code section 226.

7 83. As a result of Defendants' failure to provide accurate itemized wage statements,
8 Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime
9 worked each pay period in a timely manner, which prevented him from asserting his rights under
10 California law.

11 84. As a result, Defendants are liable to Plaintiff for the amounts provided by Labor
12 Code section 226, subdivision (e): the greater of actual damages or fifty dollars (\$50) for the initial
13 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
14 (\$4,000).

15 **TENTH CAUSE OF ACTION**

16 **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

17 (Against All Defendants)

18 85. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
19 fully herein.

20 86. Business and Professions Code section 17200, *et seq.* ("UCL") prohibits any
21 "unlawful, unfair, or fraudulent business act or practice." Defendants have engaged in unlawful
22 activity as follows:

- 23 a. Violations of Labor Code sections 510 and 1194 for failure to pay overtime
24 wages;
- 25 b. Violations of Labor Code section 226 for failure to provide accurate wage
26 statements;
- 27 c. Violations of Labor Code sections 201-203 for failure to pay accrued wages
28 upon separation of employment;

1 d. Violations of IWC Wage Orders for the same conduct set forth herein; and
2 87. Plaintiff lost money as a result of Defendants' violations of the unlawful prong of
3 the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of her job and future
4 wages.

5 88. As a result of its unlawful business practices, Defendants have damaged Plaintiff by
6 wrongfully denying her earned overtime wages, meal periods, rest breaks, and premium
7 compensation.

8 89. Plaintiff seeks restitution and disgorgement and other appropriate relief available
9 under Business and Professions Code section 17200, *et seq.*

10 **ELEVENTH CAUSE OF ACTION**

11 **Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

12 (Against All Defendants)

13 90. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
14 fully herein.

15 91. Plaintiff is an aggrieved employee under PAGA because she was employed by
16 Defendants during the applicable statutory period and suffered one or more of the Labor Code
17 violations set forth in this Complaint. Plaintiff seeks to recover on her behalf, on behalf of the
18 State, and on behalf of all current and former aggrieved employees of Defendants, the civil
19 penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative
20 action.

21 92. Plaintiff seeks penalties pursuant to PAGA for violation of the following Labor
22 Code sections:

- 23 a. Failure to provide prompt payment of wages to employees upon termination
24 and resignation in violation of Labor Code sections 201-203;
25 b. Failure to provide accurate itemized wage statements to employees in
26 violation of Labor Code section 226;
27 c. Failure to maintain accurate payroll records in violation of Labor Code
28 sections 1174 and 1174.5;

d. Failure to pay overtime wages in violation of applicable wage orders and Labor Code sections 510, 558, and 1194; and

93. On February 25, 2025, Plaintiff provided the requisite written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants, informing them of the provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (Attached as **Exhibit B**). Plaintiff’s PAGA case number is No. LWDA-CM-1082168-25.

94. At the time of this filing, the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. If it does so, Plaintiff will amend his complaint. Otherwise, Plaintiff may commence a civil action to recover penalties under Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

PRAYER FOR RELIEF

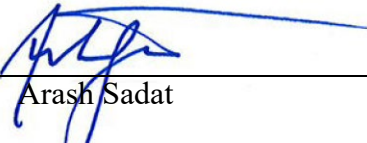
WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- A. For general damages, special damages, and non-economic damages according to proof, but in an amount in excess of the jurisdictional limit of this Court;
- B. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct on appropriate legal causes of action;
- C. For unpaid overtime wages, meal and rest period premiums, and other due wages
- D. For amounts provided for in in Labor Code sections 226 and 226.7;
- E. For penalties available under applicable laws, including waiting time penalties;
- F. For restitution and disgorgement under the UCL;
- G. For an award of civil penalties under PAGA;
- H. For prejudgment interest;
- I. For costs of suit, including attorneys’ fees and expert witness fees; and
- J. For such other relief as the Court deems just and proper.

1 Dated: May 5, 2025

MILLS SADAT DOWLAT LLP

2
3 By:



Arash Sadat

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5 Attorneys for Plaintiff
Karina Pina

EXHIBIT A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 25, 2025

Karina Pina

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RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202502-28269725

Right to Sue: Pina / MonkeySports, Inc.

Dear Karina Pina:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 25, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

EXHIBIT B

February 25, 2025

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL AND EMAIL TO OPPOSING PARTY**

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

MonkeySports Inc.
105 W. Bethany Drive
Allen, TX 75013

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Karina Pina (“Plaintiff”) and all other aggrieved employees who intend to file an action against MonkeySports Inc. (“Defendant” or “MonkeySports”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204, 510, 515, 558, 1182.12, and 1194.

Facts and Theories in Support of Violations

Defendant provides hockey retail services and is registered to do business in the State of California. Defendant employed Plaintiff from on or about March of 2011, until August of 2024. Plaintiff worked as Verification Manager.

Defendant paid Plaintiff a salary of \$60,000 and classified her as an exempt employee.

Although Plaintiff performed exempt administrative tasks that supported the business operations of the employer and required independent judgment, Plaintiff’s salary was less than the equivalent of two times California minimum wage, which was \$16.00 per hour at the time of

Plaintiff's employment with Defendant. Defendant misclassified Plaintiff as an exempt employee to avoid paying her overtime.

In the course of these duties, Plaintiff regularly worked overtime. However, because she Defendant classified Plaintiff as exempt from overtime, she was not paid these overtime hours. Further, Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks or had meal breaks interrupted.

Plaintiff was also issued inaccurate wage statements, which failed to list: (1) all hours worked and the hourly rate; and (2) and premium pay for meal and rest break violations. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 ("Section 226"), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Failure to Maintain Accurate Payroll Records

Pursuant to Labor Code section 1174, subdivision (d), an employer is required to keep payroll records showing the hours worked daily and wages paid to employees. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to maintain payroll records in compliance with this statute.

Labor Code section 1174.5 provides that any employer who fails to maintain accurate payroll records required by section 1174, subdivision (d), "shall be subject to a civil penalty of five hundred dollars (\$500)."

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates "any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty." (Lab. Code § 558, subd. (a).)

An employer's initial violation is subject to a "fifty dollar penalty (\$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." (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of "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." (*Ibid.*)

Here, Defendant's personnel were often required to work more than 8 hours per day to complete work within the timeframes dictated by Defendant. Because Defendant misclassified them, they were not paid their earned overtime. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

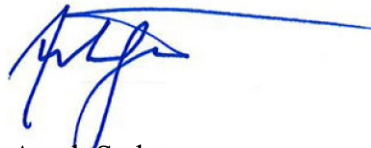
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 201-204, 510, 515, 558, 1182.12, and 1194

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

cc: Brian Crone <briancrone@cronelawoffice.com>