

ELECTRONICALLY FILED
 Superior Court of California,
 County of Solano
07/15/2025 at 10:33:16 AM
 By: S. McClure, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

MARVIN BOWENS, as an individual and
 on behalf of all others similarly situated,

Plaintiff,

vs.

GAMESTOP, INC., a Minnesota
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: CU25-04817

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

- (1) VIOLATION OF LABOR CODE § 226.7;**
- (2) VIOLATION OF LABOR CODE § 226;**
- (3) VIOLATION OF BUSINESS &
 PROFESSIONS CODE § 17200, *ET SEQ.*;**
- (4) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
 GENERAL ACT**

DEMAND EXCEEDS \$35,000.00

1 Plaintiff Marvin Bowens (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action complaint (“Complaint”) against Defendants GameStop, Inc.
3 (“Defendant”) and Does 1-50 (hereinafter collectively referred to as “Defendants”), individually
4 and on behalf of all other similarly situated current and former employees of Defendants for
5 damages and/or penalties for violations of the California Labor Code and Business and
6 Professions Code § 17200, *et seq.*, as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code §§ 201-203, 226, 226.7, and 2698, *et seq.*, the California Industrial
10 Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the
11 “UCL”), codified at California Business and Professions Code § 17200, *et seq.*

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and Business and Professions Code against employees of
14 Defendants.

15 3. Plaintiff is informed and believes and based thereon alleges, that Defendants
16 jointly and severally have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to provide rest periods and/or pay rest period
18 premium wages owed and failing to provide accurate itemized wage statements to Plaintiff and
19 employees.

20 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
21 engaged in, among other things, a system of willful violations of the California Labor Code and
22 applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that
23 knowingly deny employees the above stated rights and benefits.

24 5. The policies, practices, and customs of Defendants described above and below have
25 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses
26 that routinely adhere to the strictures of the California Labor Code and the California Business
27 and Professions Code.

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7. Venue is proper in Solano County because Defendants maintain business locations in this County and Plaintiff works for Defendants in this County.

8. Plaintiff worked for Defendants from in or about 2023, until on or about May 19, 2025. Plaintiff worked as a Store Manager at Defendants' retail store in Vacaville, California. Plaintiff was a non-exempt, hourly employee.

10. Plaintiff is informed and believes and based thereon alleges that Defendant GameStop, Inc. was and is a Minnesota corporation doing business in the State of California and engaged in retail sales.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges, that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and

1 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
2 herein.

3 14. At all times herein mentioned, each of said Defendants participated in the doing
4 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
5 Defendants, and each of them, were the agents, servants, and employees of each of the other
6 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
7 acting within the course and scope of said agency and employment.

8 15. Plaintiff is informed and believes and based thereon alleges, that at all times
9 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
10 joint venturer of, or working in concert with each of the other co-Defendants and was acting
11 within the course and scope of such agency, employment, joint venture, or concerted activity. To
12 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
13 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
14 Defendants.

15 16. At all times herein mentioned, Defendants, and each of them, were members of,
16 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
17 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

18 17. At all times herein mentioned, the acts and omissions of various Defendants, and
19 each of them, concurred and contributed to the various acts and omissions of each and all of the
20 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
21 herein mentioned, Defendants, and each of them, ratified each and every act or omission
22 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
23 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
24 the damages as herein alleged.

25 CLASS ACTION ALLEGATIONS

26 18. **Definition:** Plaintiff seeks class certification, pursuant to California Code of
27 Civil Procedure § 382, of the following class of: All current and former non-exempt employees
28 of Defendants in California, who worked at least 3.5 hours in a shift, at any time from May 23,

2021, through the present (the “Class” or “Class Members”).

19. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes and based thereon alleges, that Defendants failed to: (a) provide rest periods as required by law or pay rest period premium in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; and (b) provide accurate itemized wage statements to employees, in violation of Labor Code § 226.

20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and the named Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

21. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants’ failure to: (a) provide rest periods as required by law or pay rest period premium in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; and (b) provide accurate itemized wage statements to employees, in violation of Labor Code § 226.

22. **Typicality:** The claims of the named Plaintiff are typical of the claims of all members of the Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner as Class Members. Defendants violated Labor Code §§ 201-203, 226, and 226.7, by failing to authorize and permit rest periods to Plaintiff and Class Members. Defendants violated these provisions by requiring Plaintiff and other employees to remain on premises and continue working for the entire shift without being provided with off-duty rest breaks. Further, whenever Plaintiff and Class Members were not provided with rest periods in compliance with Labor Code § 226.7, Defendants failed to pay rest period premium wages to Plaintiff and Class Members in lieu of the noncompliant rest periods. As a result of said violations, the wage

1 statements furnished to Plaintiff and Class Members failed to reflect the accurate gross and net
2 wages, hours worked, and hourly rates of pay for the missed rest periods and/or unpaid rest
3 period premium wages in violation of Labor Code § 226. Moreover, Defendants violated Labor
4 Code §§ 201-203 as to Plaintiff and Class Members by not paying all owed rest period premium
5 wages upon separation of employment within the time requirements set forth in these statutes.
6 Thus, Plaintiff is a member of the Class and has suffered the alleged violations of California
7 Labor Code §§ 201-203, 226, and 226.7, and the applicable IWC Wage Orders.

8 23. The California Labor Code upon which Plaintiff bases these claims is broadly
9 remedial in nature. These laws and labor standards serve an important public interest in
10 establishing minimum working conditions and standards in California. These laws and labor
11 standards protect the average working employee from exploitation by employers who may seek
12 to take advantage of superior economic and bargaining power in setting onerous terms and
13 conditions of employment.

14 24. The nature of this action and the format of laws available to Plaintiff and
15 members of the Class identified herein make the class action format a particularly efficient and
16 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
17 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
18 advantage since it would be able to exploit and overwhelm the limited resources of the individual
19 plaintiff with Defendants' vastly superior financial and legal resources. Requiring each Class
20 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
21 employees who would be disinclined to file an action against their former and/or current
22 employer for real and justifiable fear of retaliation and permanent damage to their careers at
23 subsequent employment.

24 25. The prosecution of separate actions by the individual Class Members, even if
25 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
26 to individual Class Members against Defendants and which would establish potentially
27 incompatible standards of conduct for Defendants and/or (b) adjudications with respect to
28 individual Class Members which would, as a practical matter, be dispositive of the interest of the

1 other Class Members not parties to the adjudications or which would substantially impair or
2 impede the ability of the Class Members to protect their interests. Further, the claims of the
3 individual members of the Class are not sufficiently large to warrant vigorous individual
4 prosecution considering all of the concomitant costs and expenses.

5 26. Such a pattern, practice, and uniform administration of corporate policy regarding
6 illegal employee compensation described herein is unlawful and creates an entitlement to
7 recovery by Plaintiff and the Class identified herein, in a civil action, any and all applicable
8 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
9 of California Labor Code §§ 201-203, 226, and 226.7, the applicable IWC Wage Orders, and
10 Code of Civil Procedure § 1021.5.

11 27. Proof of a common business practice or factual pattern, which the named
12 Plaintiffs experienced and are representative of, will establish the right of each of the members of
13 the Class to recovery on the causes of action alleged herein.

14 28. The Class is commonly entitled to a specific fund with respect to the
15 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
16 restitution of those funds being improperly withheld by Defendants. This action is brought for
17 the benefit of the entire Class and will result in the creation of a common fund.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE § 226.7**

20 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

21 29. Plaintiff realleges and incorporates by reference the preceding paragraphs as
22 though fully set forth herein.

23 30. At all relevant times, Defendants failed in their affirmative obligation to ensure
24 that Plaintiff and Class Members were authorized and permitted to take rest periods in
25 accordance with the mandates of the California Labor Code and the applicable IWC Wage
26 Order. Plaintiff and Class Members were suffered and permitted to work through legally required
27 rest breaks and were denied the opportunity to take their full 10-minute off-duty rest breaks for
28 every 3.5 hours worked. Defendants violated these provisions by requiring Plaintiff and other

1 employees to remain on premises and continue working for the entire shift without being
2 provided with off-duty rest breaks. As such, Defendants are responsible for paying premium
3 compensation for missed rest periods pursuant to Labor Code § 226.7 and the applicable IWC
4 Wage Order.

5 31. Specifically, Labor Code § 226.7(c) provides that “the employer shall pay the
6 employee one additional hour of pay at the employee’s regular rate of compensation for each
7 workday the meal or rest or recovery period is not provided.” Defendants, as a matter of
8 corporate policy and procedure, regularly failed to pay the rest period premium wages.

9 32. Plaintiff is informed and believes and based thereon alleges that Defendants
10 willfully failed to pay employees who were not provided paid rest breaks, and that Plaintiff and
11 other Class Members are owed wages for the rest period violations set forth above.

12 33. Plaintiff is informed and believes and based thereon alleges Defendants’ willful
13 failure to provide Class Members the wages due and owing to them upon separation from
14 employment results in a continued payment of wages up to thirty (30) days from the time the
15 wages were due. Therefore, members of the Class who have separated from employment are
16 entitled to compensation pursuant to Labor Code § 203.

17 34. Such a pattern, practice, and uniform administration of corporate policy as
18 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
19 identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation
20 pursuant to Labor Code §§ 201-203 and 226.7, and the applicable IWC Wage Order, including
21 interest thereon, penalties, and costs of suit.

22 **SECOND CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 226**

24 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

25 35. Plaintiff realleges and incorporates by reference the preceding paragraphs as
26 though fully set forth herein.

27 36. Defendants failed in their affirmative obligation to provide accurate itemized
28 wage statements in violation of Labor Code § 226(a). Defendants violated Labor Code § 226(a)

as to Plaintiff and Class Members by not accurately reflecting gross and net wages earned, hours worked, and hourly rates of pay as a result of Defendants' violations above.

37. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

THIRD CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

38. Plaintiff realleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

39. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, include, to wit, by failing to provide rest periods and/or pay rest period premium wages, in violation of Labor Code §§ 201-203 and 226.7.

40. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

41. Plaintiff seeks individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein. Plaintiff also seeks injunctive relief to enjoin the unfair business practices alleged herein.

42. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the

1 applicable IWC Wage Orders as specifically described therein.

2 **FOURTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

4 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

7 44. Plaintiff brings this cause of action as a proxy for the State of California and in
8 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
9 from April 21, 2024, through the present, for Defendants' violations of Labor Code §§ 201-203,
10 210, 226, and 226.7, arising from Defendants' failure to provide off-duty rest breaks or pay
11 premium compensation in lieu thereof, failure to pay all wages owed at separation of
12 employment, and failing to provide accurate itemized wage statements to Plaintiff and Aggrieved
13 Employees, as alleged above.

14 45. On or about April 21, 2025, Plaintiff sent written notice to the California Labor &
15 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
16 203, 226, and 226.7, pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent his
17 notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

18 46. As of the date of the filing of this Complaint, the LWDA has not responded to
19 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations
20 provided for in the written notice. Therefore, Plaintiff may seek applicable penalties under the
21 PAGA.

22 47. Such a pattern, practice and uniform administration of corporate policy as
23 described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of
24 the State of California, in a civil action, for penalties pursuant to the PAGA Labor Code §§ 201-
25 203, 226, and 226.7, including interest thereon, attorneys' fees, and costs of suit according to the
26 mandate of PAGA.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf

1 this suit is brought against Defendants, jointly and severally, as follows:

- 2 1. For an order certifying the proposed Class;
- 3 2. For an order appointing Plaintiff as the representative of the Class as described
4 herein;
- 5 3. For an order appointing counsel for Plaintiff as Class counsel;
- 6 4. Upon the First Cause of Action, for damages and/or penalties according to proof
7 pursuant to Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;
- 8 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
9 Labor Code § 226, and for costs and attorneys' fees;
- 10 6. Upon the Third Cause of Action, for restitution to Plaintiff and other similarly
11 affected members of the general public of all funds unlawfully acquired by Defendants by any
12 acts or practices declared by this Court to be in violation of Business and Professions Code §
13 17200, *et seq.*, for the time periods described above;
- 14 7. Upon the Fourth Cause of Action, for the full amount of penalties pursuant to
15 California Labor Code §§ 201-203, 226, 226.3, 226.7, and 2698, *et seq.* and for costs and
16 attorneys' fees;
- 17 8. On all causes of action, for attorneys' fees and costs as provided by California
18 Labor Code §§ 218.5 and 226, and Code of Civil Procedure § 1021.5; and
- 19 9. For such other and further relief as the Court may deem just and proper.

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21 DATED: July 15, 2025

DIVERSITY LAW GROUP, P.C.

22
23 By: 

Larry W. Lee

Kwanporn "Mai" Tulyathan

Attorneys for Plaintiff, the Class, and Aggrieved
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