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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

AVIAN TRAN; FAITH MATHEWS, as
individuals, on behalf of themselves and
others similarly situated

PLAINTIFFS,

v.

IP ENTERTAINMENT, LP; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CVRI2501754

[Case Assigned for All Purposes to Hon.
Harold W. Hopp in Dept. 1]

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Timely Wages Pursuant to Labor Code §§ 204(d) and 210
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiffs AVIAN TRAN; FAITH MATHEWS, as individuals, on behalf of themselves, all
2 others similarly situated, and on behalf of the people of the State of California and as “aggrieved
3 employees” under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter
4 “PAGA”), complain of Defendant IP ENTERTAINMENT, LP (“Defendant”) and each of them,
5 as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382, on behalf of Plaintiffs and a Proposed Class defined as:

10 All persons who are employed or have been employed as a non-
11 exempt employee by IP ENTERTAINMENT, LP, in the State of
12 California since four (4) years prior to the filing of this action to the
present. (“Proposed Class”)

13 2. For at least four (4) years prior to the filing of this action continuing to the present,
14 Defendant has had a consistent policy of failing to timely pay their California employees after the
15 conclusion of each pay period in compliance with Labor Code §§ 204(d) and 210.

16 3. From at least four (4) years prior to the filing of this action and continuing to the
17 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
18 their right to take meal periods by way of a lawful policy and requiring Proposed Class members
19 within the State of California, including Plaintiffs, to work at least five (5) hours without a meal
20 period and failing to pay such employees one (1) hour of pay at the employees’ regular rate of
21 compensation for each workday that the meal period is not provided or provided after five (5)
22 hours, as required by California state wage and hour laws. Additionally, Defendant has had a
23 consistent policy of failing to pay meal period premiums in compliance with California law.

24 4. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
26 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
27 Members within the State of California, including Plaintiffs, rest periods of at least ten (10)
28 minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one

1 (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest
2 period was not provided, as required by California state wage and hour laws. Additionally,
3 Defendant has had a consistent policy of failing to pay rest period premiums in violation of Labor
4 Code §§ 226.7 and 512.

5 5. For at least one (1) year prior to the filing of this action continuing to the present,
6 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 4-2001
7 and Labor Code § 226(a) by failing to maintain time records showing all applicable hourly rates
8 in effect during the pay period, and the corresponding number of hours worked at each hourly rate
9 by the employee and failing to include the required information on the itemized wage statements.

10 6. For at least three (3) years prior to the filing of this action continuing to the present,
11 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiffs and
12 the Proposed Class.

13 7. Plaintiffs, on behalf of themselves and all Proposed Class members brings this
14 action pursuant to Labor Code §§ 201, 202, 203, 204(d), 210, 226(a), 226.7, 510, and 512;; Wage
15 Order 4-2001; and California Code of Regulations, Title 8, Section 11040, meal and rest period
16 penalties, accurate itemized wage statements, other penalties, injunctive and other equitable relief,
17 and reasonable attorneys’ fees and costs.

18 8. Plaintiffs, on behalf of themselves and all Proposed Class members, pursuant to
19 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
20 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

21 9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
22 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
23 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
24 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or
25 formerly employed by Defendant during the liability period as defined in their PAGA notice letter
26 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
27 penalties for Defendant’s violations of Labor Code §§ 201, 202, 203, 204(d), 210, 226(a), 226.7,
28 510, and 512.

1 **II.**

2 **JURISDICTION AND VENUE**

3 10. This Court has subject matter jurisdiction over all causes of action asserted herein
4 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
5 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
6 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
7 State of California or is subject to adjudication in the courts of the State of California.

8 11. This Court has personal jurisdiction over Defendant because Defendant has caused
9 injuries in the County of Riverside and the State of California through their acts, and by their
10 violation of the California Labor Code, California state common law, and California Business &
11 Professions Code § 17200, *et seq.*

12 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
13 Civil Procedure § 395. Defendant operates within California and does business within Riverside
14 County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all Proposed Class
15 members within the State of California and the county of Riverside.

16 13. This case should be classified as complex according to Rule 3.400 of the California
17 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
18 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
19 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
20 require substantial post judgment judicial supervision.

21 14. Plaintiffs file this amended complaint adding a claim for penalties pursuant to
22 Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

23 **III.**

24 **PARTIES**

25 **A. PLAINTIFFS**

26 15. Plaintiffs AVIAN TRAN; FAITH MATHEWS are residents of California.

27 16. Plaintiffs and all Proposed Class members, were regularly required to:

28 a. Work without being paid wages in a timely manner;

- b. Work without being provided meal periods;
- c. Work without being provided rest periods;
- d. Work without Defendant provided accurate itemized wage statements;

17. Defendant willfully failed to compensate Plaintiffs and all Proposed Class members for wages at the termination of their employment with Defendant.

18. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

19. Plaintiffs and all aggrieved employees as defined in their notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §2699(c).)

B. DEFENDANTS

20. Defendant IP ENTERTAINMENT, LP is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 32250 Mission Trail, Lake Elsinore, CA 92530. Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

21. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

22. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiffs and the Proposed Class members.

23. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or engaged, thereby creating a common law employment relationship, with the Proposed Class. Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

IV.

FACTUAL BACKGROUND

24. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees who work as hourly employees who are paid on an hourly basis.

25. Upon information and belief, Plaintiffs and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal. Code of Regs. § 11040).

26. On a regular and consistent basis, Plaintiffs and the Proposed Class were not paid timely at the conclusion of the pay period. Defendant's employees are issued their wages eight (8) days after each weekly payroll period ends in violation of Labor Code §§ 204(d) and 210.

27. Defendant failed to inform Plaintiffs and the members of the Proposed Class of their right to take compliant meal periods by way of a lawful policy.

28. Plaintiffs and all Proposed Class members have been forced by Defendant to work over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break and not being compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided or provided after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Additionally, Defendant failed to inform Plaintiffs and the Proposed Class of their right to take meal periods by way of a lawful policy. Further, Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

29. Plaintiffs and the Proposed Class have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period.

1 Additionally, Defendant failed to inform Plaintiffs and the Proposed Class of their right to take
2 rest periods by way of a lawful policy. Defendant has had a consistent policy of failing to pay rest
3 period premiums in violation of Labor Code §§ 226.7 and 512.

4 30. Defendant has failed to comply with Industrial Welfare Commission (“IWC”)
5 Wage Order 4-2001(7) and Labor Code § 226(a) by failing to issue accurate itemized wage
6 statements reporting all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee and failing to include
8 the required information on the itemized wage statements.

9 31. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all
10 Proposed Class members quit or were discharged. This failure was willful, without legal
11 justification, and interfered with Plaintiffs’ and Class members’ rights.

12 32. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

13 **V.**

14 **CLASS ACTION ALLEGATIONS**

15 33. Plaintiffs bring this action on behalf of themselves and all others similarly situated
16 as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent a
17 proposed class composed of and defined as follows:

18 All persons who are employed or have been employed as a non-
19 exempt employee by IP ENTERTAINMENT, LP, in the State of
20 California since four (4) years prior to the filing of this action to the
21 present. (“Proposed Class”)

22 34. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court to
23 amend or modify the class description with greater specificity, by division into subclasses, or by
24 limitation to particular issues.

25 35. This action has been brought and may properly be maintained as a class action
26 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
27 community of interest in the litigation and the Proposed Classes are easily ascertainable.

28 **A. NUMEROSITY**

36. The potential members of the Proposed Class as defined are so numerous that

1 joinder of all the members of the Proposed Class is impracticable. While the precise number of
2 proposed Class members has not been determined at this time, Plaintiffs are informed and believe
3 that Defendant currently employ, and during the relevant time periods employed over 50 members
4 of the Proposed Class.

5 37. Plaintiffs allege that Defendant's employment records would provide information
6 as to the number and location of all Proposed Class Members. Joinder of all members of the
7 Proposed Class is not practicable.

8 **B. COMMONALITY**

9 38. There are questions of law and fact common to the Proposed Class that predominate
10 over any questions affecting only individual Proposed Class members. These common questions
11 of law and fact include, without limitation:

12 a. Whether Defendants fail to timely pay wages to Plaintiffs and the Proposed
13 Class during the course of employment, in violation of Labor Code § 204;

14 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
15 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed Class
16 of their right to take meal periods and by failing to provide required meal periods throughout the
17 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
18 periods;

19 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4 -
20 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed Class
21 of their right to take rest periods and failing to provide required rest periods throughout the term
22 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
23 periods;

24 d. Whether Defendants violated Labor Code § 226(a) and Wage Order 4-2001
25 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to
26 keep accurate records of the hours worked and meal periods and whether Defendant failed to
27 provide an accurate itemized wage statements that reflect all deductions from payment of wages,
28 and accurately report the total hours worked and the applicable rates, for Plaintiffs and the

members of the Proposed Class;

e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class member's employment with Defendant terminated;

f. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

g. Whether Plaintiffs and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

39. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

40. Plaintiffs will fairly and adequately represent and protect the interests of the members of the proposed Class.

41. Counsel who represent Plaintiffs and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

42. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay timely wages, provide meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

43. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

FIRST CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO TIMELY PAY WAGES PURSUANT TO LABOR CODE § 204

44. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

45. Labor Code § 204(d) requires that employees paid on a weekly, biweekly, or semimonthly basis be paid no later than seven (7) calendar days after the payroll period ends. Defendant's California employees are issued their wages nine (9) days after each weekly payroll period ends. Thus, Defendant's practice violates Labor Code §§ 204(d) and 210.

46. As a proximate result of Defendants' violations of Labor Code § 204, Plaintiffs and the Proposed Class have been damaged in an amount according to proof at the time of trial.

VII.

SECOND CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

LABOR CODE § 226.7 AND LABOR CODE § 512

47. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

48. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after

1 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff
2 and the Proposed Class of these rights.

3 49. Plaintiffs and the Proposed Class consistently worked shifts over five (5) hours.
4 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
5 than thirty (30) minutes as required by the Labor Code during the relevant time period. Plaintiffs
6 and the Proposed Class rarely received complaint meal breaks, and often took late or missed their
7 meal breaks. Around October 2024, Defendant began implementing meal breaks.

8 50. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the
9 California Supreme Court set forth the formula for calculating the one extra hour of premium pay
10 that employees are owed if an Employer fails to provide a compliant meal period or rest break.
11 Specifically, the Court held that those premium payments must include the hourly value of any
12 nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
13 employee's base hourly rate. Here, Defendant has had a consistent policy of failing to pay meal
14 period premiums in compliance with California law.

15 51. Pursuant to Labor Code § 226.7, Plaintiffs and the Class are entitled to damages in
16 an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at
17 trial.

18 VIII.

19 THIRD CAUSE OF ACTION

20 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

21 FAILURE TO ALLOW REST PERIODS PURSUANT TO

22 LABOR CODE § 226.7

23 52. Plaintiffs, on behalf of themselves and the proposed Class, reallege and incorporate
24 by reference all previous paragraphs.

25 53. Labor Code § 226.7 requires an employer to pay an additional hour (1) of
26 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
27 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant
28 failed to maintain a policy informing Plaintiffs and the Proposed Class of this right.

54. Plaintiffs and the Class consistently worked shifts with no rest breaks, and Defendant failed to maintain an accurate policy advising Plaintiffs and the Class of these rest breaks and failed to provide Plaintiffs and the Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

56. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

57. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

59. As a result of Defendant's failure to pay wages as described above, Defendant has failed to include the appropriate rates of pay and the accurate hours worked on itemized wage statements for Plaintiffs and the Proposed Class.

1 issued wage statements that do not include the total hours worked by the employee.

2 61. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
3 time of each payment of wages, furnish each of his or her employees, an accurate itemized
4 statement in writing showing all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and the
6 Class are issued wage statements that do not include all applicable hourly rates in effect during the
7 pay period and the corresponding number of hours worked at each hourly rate by the employee.

8 62. Defendants' failure to provide accurate itemized wages statements according to
9 Labor Code § 226(a) was all done on a regular and consistent basis.

10 63. An employee suffering injury as a result of a knowing and intentional failure by an
11 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
12 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
13 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
14 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
15 reasonable attorneys' fees.

16 **X.**

17 **FIFTH CAUSE OF ACTION**

18 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

19 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

20 64. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
21 by reference all previous paragraphs.

22 65. Numerous members of the Proposed Class including the Plaintiffs are no longer
23 employed by Defendant. They were either fired or quit Defendant's employ.

24 66. Defendant's failure to pay wages, as alleged above was willful in that Defendant
25 knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to
26 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
27 penalty until paid for a period of up to thirty (30) days from the time they were due.

28 67. Defendant has failed to pay Plaintiffs and others a sum certain at the time of

1 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
2 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiffs and
3 the Proposed Class are entitled to a penalty in the amount of Plaintiffs' and the Proposed Class
4 Members' daily wage multiplied by thirty (30) days.

5 **XI.**

6 **SIXTH CAUSE OF ACTION**

7 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

8 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

9 68. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
10 by reference all previous paragraphs.

11 69. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of
12 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim
13 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in
14 this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
15 public, and the Proposed Class. Plaintiffs seek to enforce important rights affecting the public
16 interest within the meaning of Code of Civil Procedure § 1021.5.

17 70. Plaintiffs are each a "person" within the meaning of Business & Professions Code
18 § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,
19 and other appropriate equitable relief.

20 71. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
21 practices.

22 72. California's wage and hour laws express fundamental public policies. Providing
23 employees with proper wages and compensation are fundamental public policies of this State and
24 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
25 vigorously minimum labor standards, to ensure that employees are not required or permitted to
26 work under substandard and unlawful conditions, and to protect law-abiding employers and their
27 employees from competitors who lower their costs by failing to comply with minimum labor
28 standards.

73. Defendant has violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

74. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in violation of § 17200, *et seq.* of the Business & Professions Code.

75. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200, *et seq.* of the Business & Professions Code.

76. As a proximate result of the above-mentioned acts of Defendant, Plaintiffs and others similarly situated have been damaged in a sum as may be proven.

77. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiffs and members of the proposed Class the money Defendant has unlawfully failed to pay.

XII.

SEVENTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

78. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

79. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs seek penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§

201, 202, 203, 204, 210, 226(a), 226.7, 512; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

80. Plaintiffs bring this representative action on behalf of themselves and the State of California as well as a group of aggrieved employees defined as: “All persons who are employed or have been employed as a non-exempt employee by IP Entertainment, LP, in the State of California who worked one or more pay periods since one (1) year prior to the date of Plaintiffs’ PAGA Notice Letter to the LWDA and Defendant and continuing to the present”. (“aggrieved employees”).

81. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code § 2699, *et seq.* because of Defendant’s violation of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 512, which call for civil penalties.

82. For each such penalty, Plaintiffs and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b.\$200 for each subsequent violation per employee per pay period.

83. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

84. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant’s entity address, which is 32250 Mission Trail, Lake Elsinore, CA 92530, as proscribed by the Code on April 1, 2025, describing Defendant’s conduct in violation of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 512, (*see* Exhibit “1”). Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “2”). Additionally, Plaintiffs received signed green return receipts from Defendant, indicating that it received Plaintiffs’ letter. (*see* Exhibit “3”).

85. As no letter evidencing the LWDA’s intention to investigate was received by

¹ Plaintiffs electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 Plaintiffs' Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
2 action as though the LWDA had not chosen to investigate pursuant to Labor Code
3 §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First
4 Amended Class and Representative Action Complaint immediately.

5
6 **RELIEF REQUESTED**

7 **WHEREFORE**, Plaintiffs pray for the following relief:

8 1. For penalties pursuant to Labor Code § 210 for violation of Labor Code § 204 in
9 the amount of one hundred dollars (\$100) for the initial pay period in which a violation occurs and
10 two hundred dollars (\$200) per employee for each violation in a subsequent pay period, plus 25
11 percent of the amount unlawfully withheld;

12 2. For compensatory damages in the amount of Plaintiffs and each Proposed Class
13 Members' hourly wage for each rest period and/or meal period missed or taken late from at least
14 four (4) years prior to the filing of this action to the present as may be proven;

15 3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
16 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
17 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
18 an aggregate penalty of four thousand dollars (\$4,000);

19 4. For penalties pursuant to Labor Code § 203 for all employees who were terminated
20 or resigned equal to their daily wage times thirty (30) days;

21 5. An award of prejudgment and post judgment interest;

22 6. An order enjoining Defendant and its agents, servants, and employees, and all
23 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
24 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
25 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 512,
26 and IWC 4-2001;

27 7. For restitution for unfair competition pursuant to Business & Professions Code
28 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

1 8. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy
2 the inaccurate itemized wage statements issued to Plaintiffs and the Class.

3 9. For injunctive relief pursuant to Business & Professions Code §17200, *et seq.* to
4 remedy the unfair, unlawful and fraudulent activity alleged above.

5 10. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
6 Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 512;

7 11. An award providing for payment of costs of suit;

8 12. An award of attorneys' fees; and

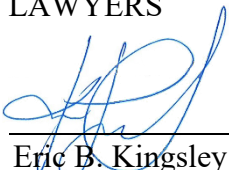
9 13. Such other and further relief as this Court may deem proper and just.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

12
13 DATED: June 6, 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

14
15 By: 

16 Eric B. Kingsley
17 Kelsey M. Szamet
18 Attorneys for Plaintiffs and the Proposed Class
19
20
21
22
23
24
25
26
27
28

EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
service@kingsleylawyers.com 
www.kingsleylawyers.com 
(818) 990-8300 

April 1, 2025

LABOR & WORKFORCE DEVELOPMENT AGENCY

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

Via Electronic Submission: <https://dir.tfaforms.net/308>

IP Entertainment, LP

32250 Mission Trail

Lake Elsinore, CA 92530

Via Certified Mailing: 9589 0710 5270 1148 9683 58

Re: Avian Tran; Faith Mathews v. IP Entertainment, LP
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Avian Tran; Faith Mathews (“Plaintiffs”) and a proposed group of current and former employees working for IP Entertainment, LP (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant’s aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by IP Entertainment, LP, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

April 1, 2025

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employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) requiring Plaintiffs and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; (2) and failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. Plaintiffs and the aggrieved employees rarely received compliant meal breaks, and often took late or missed their meal breaks. Around October 2024, Defendant began implementing meal breaks.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an Employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiffs and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Additionally, on a regular and consistent basis, Defendant failed to provide Plaintiffs and the aggrieved employees with a second rest period despite regularly requiring Plaintiffs and the aggrieved employees to work over six (6) hours. As Such, Defendant failed to provide Plaintiffs and the aggrieved employees with compliant rest periods. Further, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Defendant failed to pay Plaintiffs and all aggrieved employees all wages for a biweekly payroll period within seven (7) calendar days following the close of the payroll period in violation of Labor Code §§ 204(d) and 210. Plaintiff and all aggrieved employees were paid after the seventh (7th) day following the close of the payroll period in violation of these statutes. Plaintiffs and the aggrieved employees are paid nine (9) calendar days following the close of the payroll period.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

April 1, 2025

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accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiffs and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiffs are aggrieved employees within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiffs and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiffs and the aggrieved employees did not include the hours worked at each hourly rate.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiffs are aggrieved employees and Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, and 512, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

April 1, 2025

Page 4 of 4

Very truly yours,

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: 
Eric B. Kingsley

[EBK/tg]

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Eric

Your Last Name *

Kingsley

Firm Name (if any) *

Kingsley Szamet Employm

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

818-990-8300

Your State *

California

Your Zip/Postal Code *

91436



Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Avian Tran

Plaintiff/Aggrieved Employee Occupation *

Worker

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Faith Mathews

Plaintiff/Aggrieved Employee Occupation *

Worker

[Remove](#)[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

IP Entertainment, LP

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

32250 Mission Trail

Employer City *

Lake Elsinore

Employer State *

California ▼

Employer Zip/Postal Code *

92530



Employer Industry *

Other ▼

Employer Industry for "Other"

Entertainment

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type * ▼**Credit Card Number *****CVV Number *****Credit Card Expiration Month ***

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** PAGA Letter – ...rtainment.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAIInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)



Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Tue 4/1/2025 12:04 PM
To Service <service@kingsleylawyers.com>

External Email!

4/1/2025

LWDA Case No. LWDA-CM-1089561-25
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Avian Tran, Faith Mathews
Employer: IP Entertainment, LP
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT "3"

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8465 3186 4056 80

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

Kingsley Szamet Employment
Lawyers
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

IP Entertainment, LP
PAGA Ltr. 4/11

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

IP Entertainment, LP
32250 Mission Trail
Lake Elsinore, CA 92530



9590 9402 8465 3186 4056 80

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9683 58

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4/4/25

D. Is delivery address different from item 1? If YES, enter delivery address below:

- ☐ Yes
- ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery