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Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Robert Myong (SBN 262097)
Robert.Myong@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Casshis West

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

CASSHIS WEST, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

ROUND ONE ENTERTAINMENT INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25CV473105

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Casshis West, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employee, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on August 4, 2025, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of damages, penalties, and other relief sought in this action
15 does not exceed \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants employ persons within the County of Santa Clara, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least one location within the County of Santa Clara, including Defendants' location in San Jose (2200 Eastridge Loop, San Jose, California 95122). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in Santa Clara County and Plaintiff could bring an action filed under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper.

5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private Attorneys General Act of 2004", authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Casshis West is a resident of San Francisco, in San Francisco County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately October 2024 to April 2025. Plaintiff worked for Defendants as a Mechanic at their entertainment facility in San Francisco, California. During his employment, Plaintiff typically worked eight (8) hours or more per day and three (3) days per week. Plaintiff's primary job duties included, without limitation, running diagnostics on bowling lanes and arcade machines to ensure they remain operational and performing repairs when necessary.

7. ROUND ONE ENTERTAINMENT INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. Plaintiff is unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
2 amend the complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
5 were the partners, agents, owners, or managers of ROUND ONE ENTERTAINMENT INC. at
6 all relevant times.

7 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein was performed by, or is attributable to ROUND ONE
9 ENTERTAINMENT INC. and/or DOES 1 through 10 (collectively, “Defendants” or
10 “ROUND ONE”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
11 working in concert with, each of the other co-Defendants and was acting within the course and
12 scope of such agency, employment, joint venture, or concerted activity with legal authority to
13 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
14 represent, the official policy of Defendants.

15 11. At all relevant times, Defendants, and each of them, ratified each and every act
16 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
17 and abetted the acts and omissions of each and all the other Defendants in proximately causing
18 the damages herein alleged.

19 12. Plaintiff is informed and believes, and thereon alleges, that each of said
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 13. Defendants operate multi-entertainment complexes offering bowling, arcades,
24 billiards, karaoke, ping pong, as well as food and beverage offerings. Upon information and
25 belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their
26 company headquarters in Brea, California, which is responsible for the recruiting and hiring of
27 new employees, and communicating and implementing Defendants’ company-wide policies,
28 including timekeeping policies and meal and/or rest period policies, to employees throughout

1 California.

2 14. In particular, Plaintiff and other non-party Aggrieved Employees, on
3 information and belief, received the same standardized documents and/or written policies.
4 Upon information and belief, the usage of standardized documents and/or written policies,
5 including new-hire documents, indicate that Defendants dictated policies at the corporate level
6 and implemented them company-wide, regardless of their employees' assigned locations or
7 positions. Upon information and belief, Defendants set forth uniform policies and procedures
8 in several documents provided at an employee's time of hire.

9 15. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their company headquarters in Brea, California, which processes payroll for all
11 non-exempt, hourly paid employees working for Defendants at their various locations in
12 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
13 information and belief, Defendants issue the same formatted wage statements to all non-
14 exempt, hourly paid employees in California, irrespective of their work locations. Upon
15 information and belief, Defendants process payroll for departing employees in the same
16 manner throughout the State of California, regardless of the manner in which each employee's
17 employment ends.

18 16. Defendants continue to employ non-exempt or hourly-paid employees in
19 California.

20 17. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
22 and advisors knowledgeable about California labor and wage law, employment and personnel
23 practices, and about the requirements of California law.

24 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
25 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
26 were not recorded.

27 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive certain wages for overtime compensation and that they were not receiving certain
2 wages for overtime compensation.

3 20. Plaintiff is informed and believes, and thereon allege, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive at least minimum wages for compensation and that they were not receiving at least
6 minimum wages for work that was required to be done off-the-clock. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
8 least minimum wages for work done off-the-clock.

9 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
12 payment of one (1) additional hour of pay at their regular rates of pay when they were not
13 authorized and permitted to take a compliant rest period. In violation of the California Labor
14 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
15 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
16 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
17 pay when they were not authorized and permitted to take a compliant rest period.

18 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive complete and accurate wage statements in accordance with California law. In
21 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
22 were not provided complete and accurate wage statements.

23 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that they had a duty to maintain accurate and complete payroll records in
25 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
26 knowingly, and intentionally failed to do so.

27 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 timely payment of all wages earned upon termination of employment. In violation of the
2 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
3 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
4 and/or rest period premiums, within permissible time periods.

5 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 timely payment of wages during their employment. In violation of the California Labor Code,
8 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
9 including, but not limited to, overtime wages, minimum wages, and/or rest period premiums,
10 within permissible time periods.

11 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 receive full reimbursement for all business-related expenses and costs they incurred during the
14 course and scope of their employment and that they did not receive full reimbursement of
15 applicable business-related expenses and costs incurred.

16 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew or should have known that Defendants had a duty to provide
18 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
19 of their employment with Defendants as required by the California Wage Theft Prevention
20 Act, but failed to do so.

21 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew or should have known that they had a duty to compensate
23 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
24 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
25 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
26 that they were properly denied wages, all in order to increase Defendants' profits.

27 29. At all times herein set forth, PAGA provides that any provision of law under
28 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be

1 assessed and collected by the LWDA for violations of the California Labor Code and
2 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
3 civil action brought on behalf of themselves and other current or former employees pursuant
4 to procedures outlined in California Labor Code section 2699.3.

5 30. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged.”

8 31. Plaintiff and other current and former employees of Defendants are “aggrieved
9 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
10 current or former employees and each of the alleged violations were committed against them.

11 32. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
13 following requirements have been met:

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of
16 the specific provisions of the California Labor Code alleged to have
17 been violated, including the facts and theories to support the alleged
18 violation.
- 19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The LWDA shall notify the employer and the aggrieved employee or
23 representative by certified mail that it does not intend to investigate the
24 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
25 the postmark date of the aggrieved employee’s notice. Upon receipt of
26 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
27 (65) calendar days of the postmark date of the aggrieved employee’s
28 notice, the aggrieved employee may commence a civil action pursuant

1 to California Labor Code section 2699 to recover civil penalties.

2 33. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
3 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
4 provision other than those listed in Section 2699.5 after the following requirements have been
5 met:

6 (a) The aggrieved employee or representative shall give written notice by
7 online filing with the LWDA and by certified mail to the employer of
8 the specific provisions of the California Labor Code alleged to have
9 been violated (other than those listed in Section 2699.5), including the
10 facts and theories to support the alleged violation.

11 (b) An aggrieved employee's notice filed with the LWDA pursuant to
12 2699.3(c) and any employer response to that notice shall be
13 accompanied by a filing fee of seventy-five dollars (\$75).

14 (c) The employer may cure the alleged violation within thirty-three (33)
15 calendar days of the postmark date of the notice sent by the aggrieved
16 employee or representative. The employer shall give written notice
17 within that period of time by certified mail to the aggrieved employee or
18 representative and by online filing with the LWDA if the alleged
19 violation is cured, including a description of actions taken, and no civil
20 action pursuant to Section 2699 may commence. If the alleged violation
21 is not cured within the 33-day period, the aggrieved employee may
22 commence a civil action pursuant to Section 2699.

23 34. On August 20, 2025, Plaintiff provided written notice by online filing to the
24 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
25 Code alleged to have been violated, including facts and theories to support the alleged
26 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
27 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
28 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned

1 Plaintiff PAGA Case Number LWDA-CM-1120090-25. A true and correct copy of Plaintiff's
2 written notice to the LWDA and Defendants dated August 20, 2025, is attached hereto as
3 "Exhibit 1."

4 35. As of the filing date of this amended complaint, over 65 days have passed since
5 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
6 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

7 36. Thus, Plaintiff has satisfied the administrative prerequisites under California
8 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
9 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d),
10 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

11 37. Labor Code section 558(a) provides "[a]ny employer or other person acting on
12 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provision regulating hours and days of work in any order of the Industrial Welfare
14 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
15 dollars (\$50) for each underpaid employee for each pay period for which the employee was
16 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
17 underpaid employee for each pay period for which the employee was underpaid" Labor
18 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
19 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
20 as a private attorney general, seeks assessment and collection of civil penalties under Labor
21 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
22 California against Defendants for violations of Labor Code sections 510, 516, and 1198, and
23 the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney
24 general, does not seek the recovery of unpaid wages under Labor Code section 558 from
25 Defendants for violations of Labor Code sections 510, 516, and 1198, and the applicable IWC
26 Wage Order.

27 38. Defendants, at all times relevant to this complaint, were employers or persons
28 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved

1 Employees' rights by violating various sections of the California Labor Code as set forth
2 above.

3 39. As set forth below, Defendants have violated numerous provisions of both the
4 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
5 Order.

6 40. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
7 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
8 interest as a private attorney general, seeks assessment and collection of civil penalties and
9 injunctive relief for himself, all other aggrieved employees, and the State of California against
10 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
11 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

12 **FIRST CAUSE OF ACTION**

13 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

14 **(Against all Defendants)**

15 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 42. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
18 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
19 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
20 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
21 civil penalties for violations of those Labor Code sections not found in section 2699.5,
22 including sections 226(a), 226.7, 510, 516, 1182.12, 1194, 1197, 2802, and 2810.5.

23 43. Defendants' conduct, as alleged herein, violates numerous sections of the
24 California Labor Code, including, but not limited to, the following:

- 25 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
26 Wage Order for Defendants' failure to compensate Plaintiff and other
27 non-party Aggrieved Employees with all required overtime pay, as set
28 forth below;

- 1 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
2 the applicable IWC Wage Order for Defendants' failure to compensate
3 Plaintiff and other non-party Aggrieved Employees with at least
4 minimum wages for all hours worked, as set forth below;
- 5 (c) Violation of Labor Code sections 226.7, 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to authorize and
7 permit Plaintiff and other non-party Aggrieved Employees to take rest
8 periods, as set forth below;
- 9 (d) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other non-party Aggrieved Employees, as set
12 forth below;
- 13 (e) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as set forth
15 below;
- 16 (f) Violation of Labor Code sections 201 and 202 for failure to pay all
17 earned wages upon termination, as set forth below;
- 18 (g) Violation of Labor Code section 204 for failure to pay all earned wages
19 during employment, as set forth below;
- 20 (h) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
21 and other non-party Aggrieved Employees for all business expenses
22 necessarily incurred, as set forth below; and
- 23 (i) Violation of Labor Code section 2810.5 for failure to provide notice of
24 material terms of employment, as set forth below.

25 **FAILURE TO PAY OVERTIME**

26 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

27 44. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

4 45. California Labor Code section 1198 and the applicable IWC Wage Order
5 provide that it is unlawful to employ persons without compensating them at a rate of pay
6 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
7 number of hours worked by the person on a daily or weekly basis.

8 46. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
10 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
11 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
12 (40) hours in a workweek.

13 47. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
15 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
16 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
17 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

18 48. California Labor Code section 510 codifies the right to overtime compensation
19 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
20 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
21 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
22 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
23 in a day on the seventh (7th) day of work.

24 49. During the relevant time period, Defendants willfully failed to pay all overtime
25 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
26 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
27 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
28 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were

1 not recorded.

2 50. First, during the relevant time period, Defendants had, and continue to have, a
3 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
4 party Aggrieved Employees from recording hours worked that were outside of their scheduled
5 shifts in order to limit the amount of overtime employees could accrue. Specifically,
6 Defendants' management pressured Plaintiff and other non-party Aggrieved Employees to
7 record their scheduled shift start-times and shift end-times instead of their actual hours
8 worked to limit the overtime hours employees were eligible to be compensated for. This
9 policy of limiting overtime led Plaintiff and other non-party Aggrieved Employees to work
10 off-the-clock after their scheduled shift times. For example, Defendants had, and continue to
11 have, a company-wide security policy where only managerial employees were issued keys to
12 access the equipment/machines Plaintiff was in charge of repairing. As a result, after clocking
13 out from their shifts, Plaintiff and other non-party Aggrieved Employees were required to
14 locate a manager to return the keys before they could leave Defendants' premises. Plaintiff
15 frequently spent up to 15 minutes after clocking out locating a manager and returning the
16 keys.

17 51. Second, Defendants had, and continue to have, a company-wide policy and/or
18 practice requiring Plaintiff and other non-party Aggrieved Employees to perform work-related
19 tasks while off-the-clock outside of their shifts, because Defendants did not provide a means
20 to account for this time. For example, Defendants only provided Plaintiff and other non-party
21 Aggrieved Employees with one (1) timekeeping machine at their facility to clock in and out
22 for their shifts and meal periods, thus forcing Plaintiff and other non-party Aggrieved
23 Employees to wait in line off-the-clock and under Defendants' control, time which they were
24 not paid. For example, Plaintiff would report to work at the start of his scheduled shift or at
25 the end of his meal period and be required to wait in a line of employees for up to five (5)
26 minutes before he was able to clock in, time for which he was not paid. As another example,
27 Plaintiff and other non-party Aggrieved Employees were required to respond work-related
28 phone communications outside of their scheduled shifts. For example, Plaintiff spent

1 approximately two (2) hours per week reading and responding to an employee group chat.
2 Specifically, Plaintiff spent time responding to other mechanics' questions, keeping up to date
3 on operations, and reviewing tasks he needed to complete during his shifts. Thus, Defendants
4 failed to track all of the time that employees spent performing work-related tasks outside of
5 their shifts, and Plaintiff and other non-party Aggrieved Employees received no compensation
6 for this time.

7 52. Defendants knew or should have known that as a result of these company-wide
8 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
9 their assigned duties off-the-clock before and after their shifts, and were suffered or permitted
10 to perform work for which they were not paid. Because Plaintiff and other non-party
11 Aggrieved Employees sometimes worked shifts of eight (8) hours a day or more or forty (40)
12 hours a week or more, some of this off-the-clock work qualified for overtime premium pay.
13 Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages
14 for all of the overtime hours they actually worked.

15 53. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
16 the balance of overtime compensation as required by California law, violates the provisions of
17 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
18 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
19 558 and/or 2699(a), (f), and (k).

20 **FAILURE TO PAY MINIMUM WAGES**

21 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

22 54. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
23 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
24 to be paid to employees, and the payment of a wage less than the minimum so fixed is
25 unlawful. Compensable work time is defined in IWC Wage Order No. 10-2001 as "the time
26 during which an employee is subject to the control of an employer, and includes all the time
27 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
28 Regs. tit. 8, § 11100(2)(H) (defining "Hours Worked").

1 55. As set forth above, due to Defendants’ restrictions on overtime accrual,
2 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours
3 worked outside of their scheduled shifts, because these hours were not accurately
4 recorded. Because Defendants discouraged and impeded Plaintiff and other non-party
5 Aggrieved Employees from recording hours worked that were outside of their scheduled
6 shifts, Plaintiff and other non-party Aggrieved Employees were required to perform work off-
7 the-clock before and after their shifts, including locating a manager to return keys, reviewing
8 and responding to messages in the employee group chat, and waiting in line for a timekeeping
9 machine to clock in for their scheduled shifts and from their unpaid meal periods. Defendants
10 failed to track this time Plaintiff and other non-party Aggrieved Employees spent working off-
11 the-clock, and Plaintiff and other non-party Aggrieved Employees received no compensation
12 for this time.

13 56. Defendants did not pay minimum wages for all hours worked by Plaintiff and
14 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
15 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
16 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
17 1194, 1197, and 1198.

18 57. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
19 minimum wages as required by California law, violates the provisions of California Labor
20 Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved
21 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
22 2699(a), (f), and (k).

23 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
24 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

25 58. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and other
27 non-party Aggrieved Employees’ employment by Defendants.

28 59. At all relevant times, the applicable IWC Wage Order provides that “[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 60. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest
9 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
10 employer must “relinquish any control over how employees spend their break time, and
11 relieve their employees of all duties—including the obligation that an employee remain on
12 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
13 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
14 Labor Code section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled
15 to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each
16 work day that a required rest period was not authorized and permitted.

17 61. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
19 period per each four (4) hour period worked or major fraction thereof. Defendants had, and
20 continue to have, a policy and/or practice of understaffing their locations such that there were
21 too few employees on duty to handle the workload. Because Defendants did not employ or
22 staff a sufficient number of employees to keep up with the workload, there was no one
23 available to relieve employees needing rest period coverage, and Plaintiff and other non-party
24 Aggrieved Employees were prevented from being relieved of all duty in order to take their rest
25 periods. Defendants also failed to schedule rest periods, which, coupled with Defendants’
26 failure to provide adequate rest period coverage, further led to Plaintiff and other non-party
27 Aggrieved Employees not being authorized and permitted to take compliant rest periods. In
28 addition, Defendants had a company-wide practice and/or policy of requiring that Plaintiff and

1 other non-party Aggrieved Employees carry and respond to their company issued radios at all
2 times, including during rest periods.

3 62. Furthermore, on information and belief, Defendants maintained a company-
4 wide on-premises rest period policy, which effectively required that Plaintiff and other non-
5 party Aggrieved Employees remain on the work premises during their rest periods. Because
6 Plaintiff and other non-party Aggrieved Employees were restricted from leaving Defendants'
7 premises during rest periods, they were denied the ability to use their rest periods freely for
8 their own purposes, such as running personal errands. Thus, Defendants effectively
9 maintained control over Plaintiff and other non-party Aggrieved Employees during rest
10 periods.

11 63. As a result of Defendants' practices and policies, Plaintiff and other non-party
12 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
13 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
14 For example, Plaintiff would regularly forgo his second rest period due to the lack of rest
15 period coverage and heavy workload. As a further example, Plaintiff's rest periods were
16 frequently interrupted or cut short by Defendants' managers and other employees calling him
17 on his company-issued radio and requesting he handle mechanical issues.

18 64. Defendants have also engaged in a systematic, company-wide practice and/or
19 policy of not paying rest period premiums owed when compliant rest periods are not
20 authorized and permitted. Because of this practice and/or policy, Plaintiff and other non-party
21 Aggrieved Employees have not received premium pay for all missed rest periods.

22 65. Defendants' conduct violates the applicable IWC Wage Order and California
23 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 558 and/or 2699(a), (f), and (k).

26 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
27 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

28 66. At all relevant times herein set forth, California Labor Code section 226(a)

1 provides that every employer shall furnish each of his or her employees an accurate and
2 complete itemized wage statement in writing, including, but not limited to, the name and
3 address of the legal entity that is the employer, the inclusive dates of the pay period, total
4 hours worked, and all applicable rates of pay.

5 67. At all relevant times, Defendants have knowingly and intentionally provided
6 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
7 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
8 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; net wages
9 earned; and all applicable hourly rates in effect during the pay period, including rates of pay
10 for overtime wages, and the corresponding number of hours worked at each hourly rate.
11 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

12 68. Because Defendants did not record the time Plaintiff and other non-party
13 Aggrieved Employees spent working off the clock, Defendants did not list the correct amount
14 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
15 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
16 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
17 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
18 pay in effect during the pay period and the corresponding accurate number of hours worked at
19 each hourly rate, in violation of section 226(a)(9).

20 69. The wage statement deficiencies also include, among other things, failing to list
21 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
22 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
23 for which aggrieved employees were paid; failing to list the name of the employee and only
24 the last four digits of his or her social security number or an employee identification number
25 other than a social security number; failing to list the name and address of the legal entity that
26 is the employer; and/or failing to state all hours worked as a result of not recording or stating
27 hours worked off-the-clock. In addition, Defendants failed to provide Plaintiff and other non-
28 party Aggrieved Employees the option to elect to receive hard copies of their wage statements

1 at any time and/or failed to provide them with the ability to easily access the information and
2 convert the wage statements into hard copies at no expense to them.

3 70. California Labor Code section 1174(d) provides that “[e]very person employing
4 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
5 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
6 plants or establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
8 applicable piece rate paid to, employees employed at the respective plants or
9 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
10 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
11 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
12 as a result of failing to record the off-the-clock hours that they worked.

13 71. California Labor Code section 1198 provides that the maximum hours of work
14 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
15 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
16 employment of any employees for longer hours than those fixed by the order or under
17 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
18 Wage Order, employers are required to keep accurate records showing when the employee
19 begins and ends each work period and meal period. During the relevant time period,
20 Defendants engaged in company-wide practices and/or policies of failing to record actual
21 hours worked, and thereby failed to keep accurate records of work period start and end times
22 for Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.

23 72. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
24 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
25 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

26 **FAILURE TO PAY WAGES UPON TERMINATION**

27 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

28 73. At all times relevant herein set forth, Labor Code sections 201 and 202 provide

1 that if an employer discharges an employee, the wages earned and unpaid at the time of
2 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
3 her employment, his or her wages shall become due and payable not later than seventy-two
4 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
5 his or her intention to quit, in which case the employee is entitled to his or her wages at the
6 time of quitting.

7 74. On information and belief, Defendants have a company-wide practice and/or
8 policy of paying departing employees their final wages late, instead of adhering to the time
9 requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff resigned
10 from his employment around April 4, 2025; however, on information and belief, Defendants
11 did not provide Plaintiff with his final wages until around April 18, 2025, when they called
12 Plaintiff and informed him that his final paycheck was ready to be picked up. Thus,
13 Defendants failed to pay Plaintiff his final wages within the requisite time limit in violation of
14 California Labor Code section 202.

15 75. Additionally, during the relevant time period, Defendants willfully failed to pay
16 Plaintiff and other non-party Aggrieved Employees who are no longer employed by
17 Defendants all their earned wages, including, but not limited to, overtime wages, minimum
18 wages, and/or rest period premiums, either at the time of discharge, or within seventy-two (72)
19 hours of their leaving Defendants' employ.

20 76. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
21 who are no longer employed by Defendants their wages earned and unpaid at the time of
22 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
23 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
24 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
25 2699(a), (f), and (k).

26 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

27 **VIOLATION OF LABOR CODE SECTION 204**

28 77. At all times relevant herein set forth, Labor Code section 204 provides that all

1 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
2 days, inclusive, of any calendar month, other than those wages due upon termination of an
3 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
4 the month during which the labor was performed. Labor Code section 204 further provides
5 that all wages earned by any person in any employment between the sixteenth (16th) and the
6 last day, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
8 month.

9 78. At all times relevant herein, Labor Code section 204 provides that all wages
10 earned for labor in excess of the normal work period shall be paid no later than the payday for
11 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
12 204 provides that the requirements of this section are deemed satisfied by the payment of
13 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
14 seven (7) calendar days following the close of the payroll period.

15 79. During the relevant time period, Defendants willfully failed to pay Plaintiff and
16 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
17 wages, minimum wages, and/or rest period premiums, within the time periods specified by
18 California Labor Code section 204.

19 80. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
20 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
21 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
22 210 and/or 2699(a), (f), and (k).

23 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

24 **VIOLATION OF LABOR CODE SECTION 2802**

25 81. At all times herein set forth, California Labor Code section 2802 provides that
26 an employer must reimburse employees for all necessary expenditures and losses incurred by
27 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
28 to prevent employers from passing off their cost of doing business and operating expenses on

1 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
2 (2014). The applicable wage order, IWC Wage Order No. 10-2001, provides that: "[w]hen
3 tools or equipment are required by the employer or are necessary to the performance of a job,
4 such tools and equipment shall be provided and maintained by the employer, except that an
5 employee whose wages are at least two (2) times the minimum wage provided herein may be
6 required to provide and maintain hand tools and equipment customarily required by the trade
7 or craft." IWC Wage Order No. 10-2001 also provides that: "[w]hen uniforms are required by
8 the employer to be worn by the employee as a condition of employment, such uniforms shall
9 be provided and maintained by the employer."

10 82. First, during the relevant time period, Defendants, on a company-wide basis,
11 required that Plaintiff and other non-party Aggrieved Employees use their own personal
12 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
13 their job duties but failed to reimburse them for the costs of their work-related mobile device
14 expenses. For example, Plaintiff was required to review and respond to messages in the
15 employee group chat; these messages were from other mechanics asking for advice,
16 Defendants' management discussing upcoming tasks, and other work-related matters. As a
17 further example, Plaintiff accessed the internet to search for error codes, troubleshoot
18 malfunctioning machines, and translate machine manuals that were written in Japanese.
19 Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize
20 their personal mobile devices and/or mobile data to carry out their work-related
21 responsibilities, Defendants failed to reimburse them for this cost.

22 83. Second, during the relevant time period, Defendants required Plaintiff and other
23 non-party Aggrieved Employees to wear uniforms bearing the company logo, including
24 jackets. However, Defendants did not provide their employees with sufficient uniforms to
25 wear for their shifts throughout the week. For example, Defendants only provided Plaintiff
26 with one (1) jacket at the time of hire. Because Defendants failed to provide Plaintiff with an
27 adequate number of uniform items in relation to his scheduled shifts and for the tasks he was
28 required to perform, Plaintiff had to wash his uniforms more frequently than he would

1 otherwise do laundry, and incurred expenses in doing so. Further, due to the nature of
2 mechanical work and occasional janitorial work that Plaintiff assisted with, Plaintiff's uniform
3 jacket would become dusty and dirty such that he was required to wash his uniform item more
4 frequently, thus incurring additional laundry and/or utility expenses for the upkeep of his
5 uniform. Thus, Defendants failed to maintain uniforms they required Plaintiff and other non-
6 party Aggrieved Employees to wear during their shifts and forced them to incur the cost of
7 maintaining employee uniforms.

8 84. Defendants could have provided Plaintiff and other non-party Aggrieved
9 Employees with the actual equipment for use on the job, such as company mobile devices and
10 an adequate number of uniform items or access to laundering services; or, Defendants could
11 have reimbursed employees for the costs of their mobile device usage and laundering
12 expenses or provided a uniform maintenance allowance. Instead, Defendants passed these
13 operating costs onto Plaintiff and other non-party Aggrieved Employees. At all relevant
14 times, Plaintiff did not earn at least two (2) times the minimum wage.

15 85. Defendants' company-wide policy and/or practice of not reimbursing
16 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
17 and other non-party Aggrieved Employees violates California Labor Code section 2802.

18 86. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
19 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

20 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
21 **EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

23 87. At all relevant times herein, California's Wage Theft Prevention Act was
24 enacted to ensure that employers provide employees with basic information material to their
25 employment relationship at the time of hiring, and to ensure that employees are given written
26 and timely notice of any changes to basic information material to their employment. Codified
27 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
28 time of hiring, an employer must provide written notice to employees containing basic and

1 material payroll information, including, among other things, the rate(s) of pay and basis
2 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
3 including any rates for overtime, the regular payday designated by the employer, and any
4 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
5 Code § 2810.5(a)(1)(A)-(C).

6 88. At all relevant times, on information and belief, Defendants failed, on a
7 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
8 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
9 (C). Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
10 written notice of basic information regarding their employment with Defendants is in violation
11 of California Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees
12 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
13 and (k).

14 **REQUEST FOR JURY TRIAL**

15 Plaintiff requests a trial by jury.

16 **PRAYER FOR RELIEF**

17 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
18 judgment against Defendants, jointly and severally, as follows:

19 1. For damages, civil penalties, injunctive relief, and attorneys' fees in excess of
20 thirty-five thousand dollars (\$35,000). Plaintiff reserves the right to amend his prayer for
21 relief to seek a different amount.

22 **As to the First Cause of Action**

23 2. That the Court declare, adjudge, and decree that Defendants violated the
24 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
25 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
26 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 516, and
27 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by
28 failing to provide accurate wage statements and maintain accurate payroll records); 201 and

202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802, and 2810.5;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

5. For attorneys' fees and for costs of pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

6. For pre-judgment interest and post-judgment interest as provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

Dated: November 6, 2025

Respectfully submitted,

Capstone Law APC

By: _____

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Casshis West

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

August 20, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Casshis West v. Round One Entertainment Inc.*

Dear PAGA Administrator:

This office represents Casshis West in connection with his claims under the California Labor Code. Mr. West was an employee of ROUND ONE ENTERTAINMENT INC. ("ROUND ONE").

The employer may be contacted directly at the address below:

ROUND ONE ENTERTAINMENT INC.
3070 SATURN ST. 200
BREA, CA 92821

Mr. West intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. West seeks relief on behalf of himself, the State of California, and other persons who are or were employed by ROUND ONE as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

ROUND ONE employed Mr. West as an hourly paid, non-exempt employee from approximately October 2024 to April 2025. Mr. West worked for ROUND ONE as a Mechanic at its entertainment facility in San Francisco, California. During his employment, Mr. West typically worked eight (8) hours or more per day and three (3) days per week. By the end of his employment, Mr. West was compensated approximately \$21.00 per hour. His job duties included, without limitation, running diagnostics on bowling lanes and arcade machines to ensure they remain operational and performing repairs when necessary.

ROUND ONE committed each of the following Labor Code violations against Mr. West, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

ROUND ONE’s Company-Wide and Uniform Payroll and HR Practices

ROUND ONE ENTERTAINMENT INC. is a California corporation that operate multi-entertainment complexes offering bowling, arcades, billiards, karaoke, ping pong, as well as food and beverage offerings, with 13 locations in California. Upon information and belief, ROUND ONE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Brea, California, for all non-exempt, hourly paid employees working for ROUND ONE in California, including Mr. West and other aggrieved employees. At all relevant times, ROUND ONE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. West and other aggrieved employees, regardless of their location or position.

Upon information and belief, ROUND ONE maintains a centralized Payroll department at its corporate headquarters in Brea, California, which processes payroll for all non-exempt, hourly paid employees working for ROUND ONE in California, including Mr. West and other aggrieved employees. Further, ROUND ONE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. West and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, ROUND ONE utilized the same methods and formulas when calculating wages due to Mr. West and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

ROUND ONE willfully failed to pay all overtime wages owed to Mr. West and other aggrieved employees. During the relevant time period, Mr. West and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of

¹ These facts, theories, and claims are based on Mr. West’s experience and counsel’s review of those records currently available relating to Mr. West’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. West reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, ROUND ONE had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. West and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, ROUND ONE's management pressured Mr. West and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. This policy of limiting overtime led Mr. West and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, ROUND ONE had, and continues to have, a company-wide security policy where only managerial employees were issued keys to access the equipment/machines Mr. West was in charge of repairing. As a result, after clocking out from their shifts, Mr. West and other aggrieved employees were required to locate a manager to return the keys before they could leave ROUND ONE's premises. Mr. West frequently spent up to 15 minutes after clocking out locating a manager and returning the keys.

Second, ROUND ONE had, and continues to have, a company-wide policy and/or practice requiring Mr. West and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, because ROUND ONE did not provide a means to account for this time. For example, ROUND ONE only provided Mr. West and other aggrieved employees with one (1) timekeeping machine at their facility to clock in and out for their shifts and meal periods, thus forcing Mr. West and other aggrieved employees to wait in line off-the-clock and under ROUND ONE's control, time which they were not paid. For example, Mr. West would report to work at the start of his scheduled shift or at the end of his meal period and be required to wait in a line of employees for up to five (5) minutes before he was able to clock in, time for which he was not paid. As another example, Mr. West and other aggrieved employees were required to respond work-related phone communications outside of their scheduled shifts. For example, Mr. West spent approximately two (2) hours per week reading and responding to an employee group chat. Specifically, Mr. West spent time responding to other mechanics' questions, keeping up to date on operations, and reviewing tasks he needed complete during his shifts. Thus, ROUND ONE failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. West and other aggrieved employees received no compensation for this time.

ROUND ONE knew or should have known that as a result of these company-wide practices and/or policies, Mr. West and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Mr. West and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. West and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

ROUND ONE's failure to pay Mr. West and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 10-2001 as “the time during which an employee is subject to the control of an employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code Regs. Tit. 8, § 11100(2)(H) (defining “Hours Worked”).

As set forth above, as a result of ROUND ONE’s policies and/or practices of limiting the amount of overtime employees could accrue and failing to provide a mechanism for employees to record work outside of their scheduled shifts, ROUND ONE required Mr. West and other aggrieved employees to perform work-related tasks while off-the-clock before and after their shifts, including locating a manager to return keys, reviewing and responding to messages in the employee group chat, and waiting in line for a timekeeping machine to clock in for their scheduled shifts and from their unpaid meal periods. ROUND ONE failed to track this time Mr. West and other aggrieved employees spent working off-the-clock, and Mr. West and other aggrieved employees received no compensation for this time.

ROUND ONE did not pay at least minimum wages for all hours worked by Mr. West and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, ROUND ONE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, ROUND ONE regularly failed to pay at least minimum wages to Mr. West and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over

how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, ROUND ONE regularly failed to authorize and permit Mr. West and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. ROUND ONE had, and continues to have, a policy and/or practice of understaffing its locations such that there were too few employees on duty to handle the workload. Because ROUND ONE did not employ or staff a sufficient number of employees to keep up with the workload, there was no one available to relieve employees needing rest period coverage, and Mr. West and other aggrieved employees were prevented from being relieved of all duty in order to take their rest periods. ROUND ONE also failed to schedule rest periods, which, coupled with ROUND ONE’s failure to provide adequate rest period coverage, further led to Mr. West and other aggrieved employees not being authorized and permitted to take compliant rest periods. In addition, ROUND ONE had a company-wide practice and/or policy of requiring that Mr. West and other aggrieved employees carry and respond to their company issued radios at all times, including during rest periods.

Furthermore, on information and belief, ROUND ONE maintained a company-wide on-premises rest period policy, which effectively required that Mr. West and other aggrieved employees remain on the work premises during their rest periods. Because Mr. West and other aggrieved employees were restricted from leaving ROUND ONE’s premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, ROUND ONE effectively maintained control over Mr. West and other aggrieved employees during rest periods

As a result of ROUND ONE’s practices and policies, Mr. West and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. West would regularly forgo his second rest period due to the lack of rest period coverage and heavy workload. As a further example, Mr. West’s rest periods were frequently interrupted or cut short by ROUND ONE’s managers and other employees calling him on his company-issued radio and requesting he handle mechanical issues.

ROUND ONE also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. West and other aggrieved employees have not received premium pay for all non-compliant rest periods.

Accordingly, ROUND ONE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. ROUND ONE has not provided Mr. West and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, ROUND ONE has knowingly and intentionally provided Mr. West and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, ROUND ONE issued uniform wage statements to Mr. West and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, ROUND ONE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because ROUND ONE did not accurately record the time Mr. West and other aggrieved employees spent working off-the-clock, ROUND ONE did not list the correct amount of gross wages and net wages earned by Mr. West and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, ROUND ONE failed to accurately list the total number of hours worked by Mr. West and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), ROUND ONE willfully failed to maintain accurate payroll records for Mr. West and other

aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, ROUND ONE engaged in company-wide practices and/or policies of failing to record actual hours worked and thereby failed to keep accurate records of work period start and end times for Mr. West and other aggrieved employees, in violation of section 1198.

Because ROUND ONE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. West and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. West and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, ROUND ONE failed to pay Mr. West and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or rest period premiums, within any time period specified by California Labor Code section 204.

Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, ROUND ONE has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. West resigned from his employment around April 4, 2025; however, on information and belief, ROUND ONE did not provide Mr. West with his final wages until around April 18, 2025, when they called Mr. West and informed him that his final paycheck was ready to be picked up. Thus, ROUND ONE failed to pay Mr. West his final wages within the requisite time limit in violation of California Labor Code section 202.

Additionally, ROUND ONE willfully failed to pay Mr. West and other aggrieved employees who are no longer employed by ROUND ONE the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving ROUND ONE's employ.

Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 10-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 10-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, ROUND ONE, on a company-wide basis, required that Mr. West and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. West was required to review and respond to messages in the employee group chat; these messages were from other mechanics asking for advice, ROUND ONE's management discussing upcoming tasks, and other work-related matters. As a further example, Mr. West accessed the internet to search for error

codes, troubleshoot malfunctioning machines, and translate machine manuals that were written in Japanese. Although ROUND ONE required Mr. West and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, ROUND ONE failed to reimburse them for this cost.

Second, during the relevant time period, ROUND ONE required Mr. West and other aggrieved employees to wear uniforms bearing the company logo, including jackets. However, ROUND ONE did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, ROUND ONE only provided Mr. West with one (1) jacket at the time of hire. Because ROUND ONE failed to provide Mr. West with an adequate number of uniform items in relation to his scheduled shifts and for the tasks he was required to perform, Mr. West had to wash his uniforms more frequently than he would otherwise do laundry, and incurred expenses in doing so. Further, due to the nature of mechanical work and occasional janitorial work that Mr. West assisted with, Mr. West's uniform jacket would become dusty and dirty such that he was required to wash his uniform item more frequently, thus incurring additional laundry and/or utility expenses for the upkeep of his uniform. Thus, ROUND ONE failed to maintain uniforms it required Mr. West and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

ROUND ONE could have provided Mr. West and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and an adequate number of uniform items or access to laundering services; or ROUND ONE could have reimbursed employees for the costs of their mobile device usage and laundering expenses or provided a uniform maintenance allowance. Instead, ROUND ONE passed these operating costs onto Mr. West and other aggrieved employees. At all relevant times, Mr. West did not earn at least two (2) times the minimum wage.

Thus, ROUND ONE had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

ROUND ONE failed to provide Mr. West and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). ROUND ONE's failure to provide Mr. West and other aggrieved employees with written notice of basic information regarding their employment with ROUND ONE is in violation of Labor Code section 2810.5.

Mr. West and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ROUND ONE into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." ROUND ONE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. West's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. West seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. West, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against ROUND ONE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. West seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Ninel", is positioned above the printed name.

Ninel Kocharyan

Copy: ROUND ONE ENTERTAINMENT INC. (via U.S. Certified Mail)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ROUND ONE ENTERTAINMENT INC. 3070 Saturn Street Suite #200 Brea, CA 92821		A. Signature X Received by (Printed Name) _____ C. Date of Delivery _____ Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Barcode 9590 9402 7575 2098 7280 46 2. Article Number (Transfer from service label) 7021 1970 0000 9011 4464		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

CAPSTONE LAW, APC
 1875 Century Park East
 Suite #1000
 Los Angeles, CA 90067

ROUND ONE ENTERTAINMENT INC.
 3070 Saturn Street
 Suite #200
 Brea, CA 92821

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.	
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U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com®.	
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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **November 6, 2025**, I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original ☐ [or] ☒ a true copy thereof ☒ to interested parties as follows ☐ [or] ☐ as stated on the attached service list:

Todd B. Scherwin
tscherwin@fisherphillips.com
Shaun J. Voigt
svoigt@fisherphillips.com
Jeremy E. Stern
jestern@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

Attorneys for Defendants
ROUND ONE ENTERTAINMENT INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 6, 2025**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature