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Attorney for Plaintiff

SUE PROM,

individually and on behalf of similarly situated and aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SUE PROM, individually and on behalf of
similarly situated and aggrieved employees,

Plaintiff,

v.

EAZE, INC., a Delaware corporation; **EAZE
CALIFORNIA, LLC**, a limited liability
Delaware corporation and **DOES 1- 50**,
inclusive,

Defendants.

CASE NO.: 25STCV28351

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§201, 202, and 203);**
7. **Failure to Reimburse for Business Expenses (Cal. Labor Code section § 2802);**
8. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.)**

9. **Civil Penalties under the Private Attorneys General Act (Cal. Labor Code §§2698, et seq.)**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Sue Prom (“Plaintiff”), on behalf of Plaintiff and similarly situated employees, hereby submits this Complaint against Defendants Eaze, Inc. and Eaze California, LLC; and DOES 1 through 50, inclusive (collectively, “Defendants”), and each of them, and alleges as follows:

2. This is a class action under California Code of Civil Procedure §382 seeking damages for unpaid wages, failure to provide accurate itemized wage statements, penalties, interest, and other equitable relief, and reasonable attorneys’ fees and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, and applicable IWC Wage Orders, Cal. Civ. Proc. Code § 1021.5, and restitution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.*

3. Plaintiff brings this action on behalf of all other similarly situated individuals – ***all non-exempt employees currently and formerly employed by Defendants*** (“Class Members”) – in the State of California from four years prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of California’s wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for time worked during overtime, meal breaks, and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage

1 statements reflecting the total amount of money which they were owed and the accurate name of
2 the company employing them.

3 5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members
4 inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful
5 violation of California's meal and rest break laws.

6 6. In particular, during the one-year period prior to the filing of this Complaint through
7 to the trial date ("Wage Statement Class Period"), Defendants knowingly and intentionally failed
8 to provide Class Members with accurate itemized wage statements ("Wage Statement Subclass"),
9 in violation of Labor Code § 226(a) and 226.2. Defendants did so by providing wage statements
10 with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and
11 to the failure to pay premium and meal and rest break pay.

12 7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and
13 Class Members formerly employed by Defendants ("Waiting Time Penalty Subclass Members").
14 During the "Waiting Time Penalty Subclass Period" – designated as three years prior to the filing
15 of the Complaint through to the trial date – Defendants failed to pay all compensation due and
16 owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation
17 of Labor Code §§ 201-203.

18 8. As a result of the above Labor Code violations, Defendants committed unfair,
19 unlawful, and fraudulent business practices, in violation of the UCL.

20 **THE PARTIES**

21 9. Plaintiff is a resident of California, and was, at all times relevant to this action, a
22 non-exempt employee of Defendants.

23 10. Defendant Eaze, Inc. is a Delaware corporation that at all times relevant hereto, did
24 business and employed individuals in the County of Los Angeles, State of California.

25 11. Defendant Eaze California, LLC is a Delaware corporation that at all times relevant
26 hereto, did business and employed individuals in the County of Los Angeles, State of California.

27 12. Defendants are Plaintiff's employer within the meaning of the Labor Code and is
28 therefore subject to the jurisdiction of this Court.

1 13. The true names and capacities, whether individual, corporate, associate, or
2 otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at
3 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave
4 to amend this Complaint to insert the true names and capacities of said Defendants when the same
5 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
6 the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is
7 therefore liable to Plaintiff as alleged hereinafter.

8 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times
9 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
10 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
11 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
12 in part within the course and scope of said agency, employment, conspiracy, joint employment,
13 alter ego status, and/or joint venture and with the permission and consent of each of the other
14 Defendants.

15 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
16 and each of them, including those Defendants named DOES 1-50, acted in concert with one
17 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
18 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
19 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
20 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
21 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
22 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
23 Plaintiff harm.

24 16. Whenever and wherever reference is made in this Complaint to any act or failure
25 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
26 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

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1 **JURISDICTION**

2 17. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
3 Code §§ 201-203, 226, 510, 512, 558, 1194, 2802, applicable Wage Orders, and the UCL, Bus. &
4 Prof. Code §§ 17203 and 17204.

5 18. The amount in controversy for Plaintiff's individual claims, including claims for
6 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
7 (\$75,000).

8 **VENUE**

9 19. Venue is proper in the County of Los Angeles pursuant to Cal. Civ. Proc. Code §
10 395(a) and 395.5. Defendants maintain offices and transact business in the County of Los Angeles.

11 **ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1**

12 20. Plaintiff is informed and believes, and based thereon alleges, that there exists such
13 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and
14 separateness of Defendants have ceased to exist.

15 21. Plaintiff is informed and believes, and based thereon alleges, that despite the
16 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
17 Defendants, including, but not limited to because:

18 a. Defendants are completely dominated and controlled by DOES 1-50, who
19 personally violated the laws as set forth in this complaint, and who have hidden and currently hid
20 behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable
21 purpose.

22 b. Defendants are completely dominated and controlled by DOES 1-50, who
23 personally violated the laws as set forth in this complaint, and who have hidden and currently hid
24 behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable
25 purpose.

26 c. DOES 1 through 50 derive actual and significant monetary benefits by and
27 through Defendants' unlawful conduct, and by using Defendants Eaze, Inc. and Eaze California,
28 LLC as the funding source for their own personal expenditures.

1 d. Plaintiff is informed and believes that Defendants Eaze, Inc. and Eaze
2 California, LLC and DOES 1-50, while really one and the same, were segregated to appear as
3 though separate and distinct for purposes of circumventing a statute or accomplishing some other
4 wrongful or inequitable purpose.

5 e. Plaintiff is informed and believes that Defendants do not comply with all
6 requisite corporate formalities to maintain a legal and separate corporate existence.

7 f. Plaintiff is informed and believes, and based thereon alleges, that the
8 business affairs of Defendants Eaze, Inc. and Eaze California, LLC and DOES 1-50 are, and at
9 all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated,
10 and the same are in inextricable confusion. Defendants Eaze, Inc. and Eaze California, LLC, and
11 at all times relevant hereto were, used by DOES 1-50 as a mere shell and conduit for the conduct
12 of certain of Defendants' affairs, and are, and were, the alter ego of DOES 1-50. The recognition
13 of the separate existence of Defendants would not promote justice, in that it would permit
14 Defendants to insulate themselves from liability to Plaintiff for violations of the Government
15 Code, Labor Code, and other statutory violations. The corporate existence of Defendants and
16 DOES 1-50 should be disregarded in equity and for the ends of justice because such disregard is
17 necessary to avoid fraud and injustice to Plaintiff herein.

18 g. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the
19 fiction of their separate corporate existence must be disregarded.

20 22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants and DOES 1-50 are Plaintiff's joint employers by virtue of a joint
22 enterprise, and that Plaintiff was an employee of Defendants Eaze, Inc. and Eaze California, LLC
23 and DOES 1-50. Plaintiff performed services for each and every one of Defendants, and to the
24 mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee,
25 either directly or indirectly, in the manner in which Defendants' business was and is conducted.

26 23. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or
27 "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

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1 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

2 24. Defendant Eaze is a California corporation engaged in the delivery of marijuana
3 products in the County of Los Angeles.

4 25. Throughout the Class Period, Plaintiff and Class Members served in
5 nonmanagerial, non-supervisory roles where they neither had supervisory responsibilities nor had
6 discretion over the projects, work, or hours they worked. As such, Plaintiff and Class Members
7 were non-exempt employees and were paid accordingly on an hourly basis.

8 26. Despite being non-exempt hourly employees, Plaintiff and the Class Members were
9 not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay
10 for missed meal and rest breaks.

11 27. In addition, Defendants failed to pay Plaintiff and the Class Members wages for all
12 hours worked, including by requiring Plaintiff and the Class Members to complete work off the
13 clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

14 28. Moreover, Defendants failed to pay Plaintiff and the Class Members overtime
15 wages for hours spent working overtime, including on days when they worked in excess of eight
16 hours per day or weeks in which they worked in excess of forty hours per week. Defendants also
17 failed to pay double time to Plaintiff and the Class Members on days in which they worked in
18 excess of twelve hours.

19 29. Plaintiff's and the Class Members' wage statements confirm that they were not paid
20 premiums for their missed meal and rest breaks, which itself made the statements inaccurate
21 because the statements did not accurately reflect all wages owed to Plaintiff and Class Members
22 under California law. Instead, these wage statements also reflect routine, repeated, and deliberate
23 violations of California labor laws.

24 30. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show
25 individual days in which they worked in excess of eight hours, and weeks in which they worked
26 in excess of 40 hours. But every day was paid at the "regular pay" rate with no overtime paid.
27 Plaintiff's and the Class Members' wage statements regularly failed to reflect payment owed to
28 them for overtime hours worked.

1 31. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's
2 or the Class Members' wage statements is there any reflection of premium pay for missed meal
3 and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and
4 rest breaks as required by California law.

5 32. Off the Clock Work: Nowhere on Plaintiff's or the Class Members' wage
6 statements is there any reflection for payment of work completed before clocking in or after
7 clocking out, as required by Defendants.

8 **CLASS ACTION ALLEGATIONS**

9 33. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
10 of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the
11 Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is
12 impractical.

13 34. Plaintiff's claims are typical of the claims of the members of the Class and Waiting
14 Time Penalty Subclass because Plaintiff was an employee of Defendants who was (a) not paid for
15 all hours worked, including for required off the clock work; (b) not paid any premium overtime
16 pay for the duration of Plaintiff's employment with Defendants; (c) was not paid a premium rate
17 for denied meal and rest breaks for the duration of Plaintiff's employment with Defendants; (d)
18 was provided with inaccurate wage statements which provided inaccurate sums of money to be
19 paid to Plaintiff; and (e) was not paid all wages due at termination.

20 35. Plaintiff will fairly and adequately represent the interests of the Class and Waiting
21 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and
22 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in
23 complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
24 adequately represent the interests of the Class and Waiting Time Penalty Subclass.

25 36. Common questions of law and fact exist as to all members of the Class and the
26 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual
27 members of the Class and Subclass.

1 37. Class action treatment is superior to any alternative to ensure the fair and efficient
2 adjudication of the controversy alleged herein. Such treatment will permit a large number of
3 similarly situated persons to prosecute their common claims in a single forum simultaneously,
4 efficiently, and without duplication of effort and expense that numerous individual actions would
5 entail. No difficulties are likely to be encountered in the management of this class action that would
6 preclude its maintenance as a class action, and no superior alternative exists for the fair and
7 efficient adjudication of this controversy. Class Members are readily identifiable from Defendants'
8 employee rosters and/or payroll records.

9 38. Defendants' actions are generally applicable to the entire Class. Prosecution of
10 separate actions by individual members of each Class creates the risk of inconsistent or varying
11 adjudications of the issues presented herein, which, in turn, would establish incompatible standards
12 of conduct for Defendants.

13 39. Because joinder of all members is impractical, a class action is superior to other
14 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
15 amounts at stake for many members of each Class, while substantial, may not be sufficient to
16 enable them to maintain separate suits against Defendants.

17 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

18 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

19 *[California Labor Code §§ 1194, 1197 and IWC Wage Orders]*

20 40. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
21 forth.

22 41. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-
23 exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed
24 rate and no part of this rate may be used as a credit against a minimum wage obligation.

25 42. During the relevant time period, Plaintiff and Class Members were not paid all
26 wages owed when Defendants did not pay minimum wage for all hours worked.

27 43. As a result of these violations, Defendants is liable for unpaid wages, interest
28 thereon, and attorneys' fees and costs.

1 44. Plaintiff and Class Members also request relief as described below.

2 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

3 **FAILURE TO PAY OVERTIME WAGES**

4 *[California Labor Code §§ 510, 1194 and IWC Wage Orders]*

5 45. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
6 forth.

7 46. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders, Defendants are
8 required to compensate non-exempt employees for all overtime, which is calculated at one and
9 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
10 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
11 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
12 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
13 any workweek.

14 47. Plaintiff and Class Members are current and former non-exempt employees entitled
15 to the protections of Labor Code sections 510, 1194, and IWC Wage Orders. Defendants failed to
16 compensate Plaintiff and Class Members for all overtime hours worked as required under the
17 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
18 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
19 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
20 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12
21 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh
22 consecutive day of work in any workweek.

23 48. Plaintiff and members of the Class Members worked in excess of eight hours per
24 day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and
25 Class Members the proper overtime compensation.

26 49. As a result of these violations, Defendants are liable for unpaid overtime wages,
27 interest thereon, and attorneys' fees and costs.

28 50. Plaintiff and Class Members also request relief as described below.

1 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 [*California Labor Code §§ 512 and 226.7*]

4 51. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

5 52. As part of Defendants’ unlawful scheme, Defendants failed to provide Plaintiff and
6 Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code
7 Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal
8 period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members
9 worked in excess of five hours a day without being provided at least half hour meal periods in
10 which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and
11 applicable Wage Orders. *See Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th
12 1004, 1040-41 (“The employer satisfies this obligation if it relieves its employees of all duty,
13 relinquishes control over their activities and permits them a reasonable opportunity to take an
14 uninterrupted 30–minute period, and does not impede or discourage them from doing so . . . [A]
15 first meal period [is required] no later than the end of an employee's fifth hour of work, and a
16 second meal period [is required] no later than the end of an employee's 10th hour of work.”).

17 53. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage
18 Orders by failing to compensate Plaintiff and Class Members for all hours worked during their
19 meal periods.

20 54. As a proximate result of the violations, Plaintiff and Class Members have been
21 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
22 Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC
23 Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus
24 interest, penalties, attorney’s fees, expenses, and costs of suit.

25 55. Plaintiff and Class Members also request relief as described below.

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1 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PROVIDE REST PERIODS**

3 [*California Labor Code §226.7*]

4 56. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

5 57. Defendants failed to provide the rest periods that are required by applicable Wage
6 Orders. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
7 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
8 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

9 58. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by
10 failing to provide Plaintiff and Class Members required rest periods.

11 59. Defendants violated California Labor Code section 226.7 and IWC Wage Orders
12 by failing to pay Plaintiff and Class Members who were not provided with a rest period, one
13 additional hour of compensation at each employee’s regular rate of pay for each workday that a
14 rest period was not provided.

15 60. As a proximate result of the violations, Plaintiff and Class Members have been
16 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
17 sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders,
18 Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest,
19 penalties, attorney’s fees, expenses, and costs of suit.

20 61. Plaintiff and Class Members also request relief as described below.

21 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

22 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE**

23 **STATEMENTS**

24 [*California Labor Code § 226.7 and applicable Wage Order*]

25 62. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

26 63. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class
27 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
28 rates in effect during each respective pay period and the corresponding number of hours worked

1 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
2 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
3 employee identification or social security number; and, (8) the name and address of the legal entity
4 that is the employer.

5 64. As a result of Defendants' failure to provide accurate itemized wages statements,
6 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
7 applicable hourly rate for each pay period, which prevented them from becoming aware of these
8 violations and asserting their statutory protections under California law.

9 65. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
10 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

11 66. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
12 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
13 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
14 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

15 67. Plaintiff and Class Members are entitled to an award of costs and reasonable
16 attorneys' fees under Labor Code § 226(h).

17 68. Plaintiff and Class Members also requests relief as described below.

18 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 **FAILURE TO PAY ALL COMPENSATION DUE UPON DISCHARGE**

20 *[California Labor Code §§ 201, 202, and 203]*

21 69. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

22 70. Pursuant to Labor Code sections 201, 202, and 203, Defendant is required to pay
23 all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates
24 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time
25 of discharge are due and payable immediately.

26 71. Pursuant to Labor Code section 202, Defendants are required to pay all accrued
27 wages due to an employee no later than 72 hours after the employee quits his or her employment,
28 unless the employee provided 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.

72. Labor Code section 203 provides that if an employer willfully fails to timely pay wages of an employee who is discharged or who quits, in accordance with Labor Code sections 201 and 202, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

73. Defendants have willfully failed to pay accrued wages and other compensation to Plaintiff in accordance with Labor Code sections 201 and 202.

74. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 201, 202, 203, 1194, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff is entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

[Cal. Labor Code §2802]

73. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

74. California Labor Code § 2802 requires employers to reimburse employees for all reasonable business expenses incurred by employees as a condition of employment.

75. Plaintiff and Class Members were required to pay for work-related expenses (*e.g.* cell phone usage), and they incurred expenses as a result. Defendants unlawfully refused to reimburse Plaintiff and Class Members for these expenses

76. As a result of these violations, Defendants are liable for damages related to these unreimbursed expenses.

77. Plaintiff and Class Members also request relief as described below.

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1 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
3 **PROFESSIONS CODE**

4 *[Bus. & Prof. Code §§ 17200 et seq.]*

5 75. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

6 76. Plaintiff brings this cause of action individually and as a representative of all others
7 subject to Defendants' unlawful acts and practices.

8 77. Business and Professions Code § 17200 prohibits unfair competition in the form of
9 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
10 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
11 civil action for violation of the Unfair Competition Law.

12 78. Defendants committed unlawful, unfair, and/or fraudulent business acts and
13 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages.

14 79. The above-described unlawful actions of Defendants constitute false, unfair,
15 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
16 Code § 17200, et seq.

17 80. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
18 at the expense of Plaintiff and the Class that Plaintiff seeks to represent. Defendants should be
19 enjoined from this activity, caused to specifically perform its obligations, and made to disgorge
20 these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but
21 not limited to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

22 81. Plaintiff and Class Members also request relief as described below.

23 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

24 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

25 *[Labor Code Section 2699 et seq.]*

26 82. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 83. Plaintiff sent notice to Defendant and the Labor Workforce Development Agency

(hereinafter referred to as “LWDA”) on or about September 24, 2025, detailing Defendant’s Labor Code violations. Over 65 days have passed since the postmark date of the notice and Plaintiff has not been in receipt of any communication from the LWDA indicating an intent to pursue this matter. Therefore, Plaintiff now acts as a private attorney general to collect civil penalties for Defendants’ Labor Code violations. California Labor Code §§2698-2699.5, in relevant part provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency...for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

84. As an aggrieved employee, Plaintiff brings this civil action on behalf of himself and other aggrieved employees including all persons employed in a non-exempt position by Defendant in California at any time from September 24, 2025 through September 24, 2024. The aggrieved employees seek to recover penalties for failure to pay (or properly pay) overtime, failure to provide meal and rest breaks and/or pay (or properly pay) meal and rest break premiums, failure to pay wages for all hours worked including minimum wages, failure to reimburse employees for necessary expenditures, failure to furnish timely and accurate wage statements/payroll records (including, without limitation, including the incorrect employer/entity name), and violation of other California laws, as well as other statutory penalties and damages owed to Plaintiff by Defendant.

85. Defendant violated California Minimum Wage Order (MW-2014), Labor Code sections 1194, 201, 202, 203, 204, 226.2 by not paying Plaintiffs’ and other aggrieved employees’ agreed upon wage and minimum wage for hours worked after the finish time of the workday. Labor Code section 1194 states that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the full amount of this minimum wage, including interest thereon, reasonable attorney’s fees, and costs of suits. Labor Code section 1194.2 states that in any action under section 1194 to recover wages because of the payment of a wage less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages

1 unlawfully paid and interest thereon. All of the above violations were suffered by Plaintiff and
2 Class Members at all of Defendants' locations in California during the PAGA Period.

3 86. Defendant did not pay Plaintiff and all similarly-situated employees' all wages due
4 to them during employment. Defendant willfully failed and refused, and continue to willfully
5 refuse, to timely pay compensation and wages, including overtime pay; and payments for meal
6 and rest periods not provided. As a result, Defendants are liable for the amount of wages due,
7 interest, any other statutory penalties, other damages, together with attorneys' fees and costs. All
8 of the above violations were suffered by Plaintiff and similarly-situated employees at all of
9 Defendants' locations in California on a daily basis during the PAGA Period.

10 87. Defendant violated Labor Code sections 201, 202, and 203 and is subject to sections
11 218.5, and 218.6. Labor Code section 201 provides that if an employer discharges an employee,
12 the employee's wages that have been earned and are unpaid at the time of discharge shall be paid
13 immediately. Labor Code section 202 provides that if an employee quits, his or her wages become
14 due not later than 72 hours thereafter or if an employee gives 72 hours previous notice of his or
15 her intention to quit the employee's wages are due at the time of quitting. Labor Code section 203
16 provides that if the employer willfully fails to pay any wages of an employee who is discharged or
17 who quits, the employee's wages shall continue as a penalty from the due date of the payment of
18 the wages, at the same rate, until such wages paid or an action commenced, but not more than 30
19 days. Labor Code section 218.5 provides that the court shall award attorneys' fees and costs to the
20 prevailing party in an action for nonpayment of wages. Labor Code section 218.6 provides that in
21 an action for nonpayment of wages, court shall award interest on all due and unpaid wages.

22 88. Defendant did not pay Plaintiff and all similarly-situated employees' wages due
23 when Defendant terminated their employment or within 72 hours of when the similarly-situated
24 employees resigned. Defendant willfully failed and refused, and continue to willfully refuse, to
25 timely pay compensation and wages, including overtime pay; and payments for meal and rest
26 periods not provided. As a result, Defendant is liable for the amount of wages due, interest, and
27 waiting time penalties, any other statutory penalties, other damages, together with attorneys' fees
28 and costs. All of the above violations were suffered by Plaintiff and similarly-situated employees

1 at all of Defendant's locations in California on a daily basis during the PAGA Period.

2 89. Defendant has violated Labor Code section 510 and are subject to Labor Code
3 sections 1194 and other relevant Labor Code sections such as 226.7, 1194, 1194.2, 1194.3, 1197,
4 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any
5 work in excess of eight hours in one workday and any work in excess of 40 hours in any one
6 workweek shall be compensated at the rate of no less than one and one-half times the regular rate
7 of pay for an employee and any work in excess of 12 hours in one day shall be compensated at the
8 rate of no less than twice the regular rate of pay for an employee. Labor Code section 1194 provides
9 that any employee who receives less than the legal overtime compensation due said employee is
10 entitled to recover in a civil action the full amount of the overtime compensation, interest on said
11 compensation, and reasonable attorneys' fees and costs of suit. Defendant has violated the Labor
12 Code section by not paying Plaintiff and all similarly-situated employees rightfully earned
13 overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week
14 on a daily and weekly basis. As a result of Defendant's failure to pay Plaintiff's rightfully earned
15 overtime pay, Defendant is liable for all back overtime pay, waiting time penalties, and any other
16 penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys'
17 fees and costs. All of the above violations were suffered by Plaintiff and similarly-situated
18 employees at all of Defendant's locations in California on a daily basis during the PAGA Period.

19 90. Defendant violated Labor Code section 226.7 and 226.2 by not providing Plaintiff
20 and all similarly-situated employees with a legally required ten-minute rest period during each
21 four-hour segment of work. Defendants further violated Labor Code sections 226.7 and 512 by not
22 providing Plaintiff with a meal period of not less than 30 minutes for each work period of more
23 than five hours per day and a second meal period of not less than 30 minutes for a work period of
24 more than 10 hours day. Defendant is liable to Claimant for one hour of additional pay at the
25 regular rate of compensation for each workday that the required rest periods were not provided
26 and one hour of additional pay at the regular rate of compensation for each day that the required
27 meal periods were not provided. Defendant is also liable for civil penalties pursuant to Labor Code
28 sections 558 and 2698 in the amount of \$50.00 for each pay period during which Plaintiff and

1 similarly situated employees were not provided required rest and meal periods for the initial
2 violation; and \$100.00 for each pay period during which Plaintiff and similarly situated employees
3 was not provided required rest and meal periods for each subsequent violation. All of the above
4 violations were suffered by Plaintiff and similarly-situated employees at all of Defendant's
5 locations in California on a daily basis during the PAGA Period.

6 91. Defendant violated Labor Code § 2802 by failing to reimburse Plaintiff and all
7 similarly-situated employees for necessary expenses or losses incurred in direct consequence of
8 the discharge of their duties. Labor Code § 2802 provides that "(a) An employer shall indemnify
9 his or her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
11 employer, even though unlawful, unless the employee, at the time of obeying the directions,
12 believed them to be unlawful; (b) All awards made by a court or by the Division of Labor Standards
13 Enforcement for reimbursement of necessary expenditures under this section shall carry interest at
14 the same rate as judgments in civil actions. Interest shall accrue from the date on which the
15 employee incurred the necessary expenditure or loss; (c) For purposes of this section, the term
16 "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to,
17 attorney's fees incurred by the employee enforcing the rights granted by this section; (d) In
18 addition to recovery of penalties under this section in a court action or proceedings pursuant to
19 Section 98, the commissioner may issue a citation against an employer or other person acting on
20 behalf of the employer who violates reimbursement obligations for an amount determined to be
21 due to an employee under this section. The procedures for issuing, contesting, and enforcing
22 judgments for citations or civil penalties issued by the commissioner shall be the same as those set
23 forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected
24 employee." Defendant is therefore liable to Plaintiff and similarly-situated employees for
25 reimbursement of the necessary business expenses that they incurred in the discharge of their
26 duties.

27 92. Defendant violated Labor Code section 226 and 510 in relation to the regular rate
28 of pay of Plaintiff and other aggrieved employees, and for failing to include all compensation

1 required to be included in the regular rate under California law. The regular rate of pay includes
2 all compensation that an employee earns, including not only their hourly wage but also other forms
3 of compensation such as bonuses, commissions, and certain types of premiums.

4 **PRAYER FOR RELIEF**

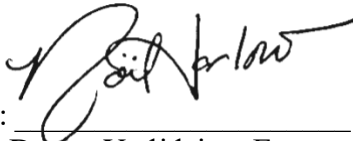
5 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Class and Subclass
6 prays for judgment against Defendants, and each of them, in an amount according to proof, as
7 follows:

- 8 1. Certification of Plaintiff's non-PAGA claims as a class action, pursuant to Cal.
9 Code of Civ. Pro. Section 382, on behalf of the proposed class;
 - 10 2. For restitution of all monies due to Plaintiff and Class Members, as well as
11 disgorged profits from Defendants' unfair and unlawful business practices;
 - 12 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
13 and IWC Wage Orders;
 - 14 4. For liquidated damages pursuant to California Labor Code § 1194.2;
 - 15 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
16 the relevant provisions of the California Labor Code and the IWC Wage Orders,
17 and from engaging in the unlawful business practices complained of herein;
 - 18 6. For statutory and civil penalties according to proof, including but not limited to all
19 penalties authorized by the California Labor Code §§ 203 and 226 (e);
 - 20 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor
21 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other
22 applicable provision providing for pre-judgment interest;
 - 23 8. For reasonable attorneys' fees and costs pursuant to California Labor Code
24 §§ 1194, 2802, Civil Code § 1021.5, and any other applicable provisions providing
25 for attorneys' fees and costs;
 - 26 9. For all such other and further relief that the court may deem just and proper.
- 27
28

Respectfully Submitted,

DATED: January 23, 2026

LABOR LAW PC

By: 

Danny Yaddison, Esq.

Noël Harlow, Esq.

Attorneys for Plaintiff

SUE PROM,

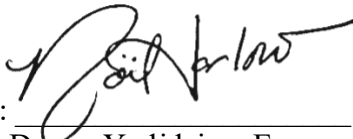
individually and on behalf of similarly
situated employees

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to
which Plaintiff has a right to jury trial.

DATED: January 23, 2026

LABOR LAW PC

By: 

Danny Yaddison, Esq.

Noël Harlow, Esq.

Attorneys for Plaintiff

SUE PROM,

individually and on behalf of similarly
situated and aggrieved employees

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**PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[C.C.P., §1013(a)]**

SUE PROM v. EAZE, INC., et al.
Los Angeles County Superior Court Case Number: 25STCV28351

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Happy.Damasing@LaborLawPC.com.

On **January 23, 2026**, I served the following document(s):

- FIRST AMENDED CLASS ACTION COMPLAINT

On the following:

Cory D. Catignani, SBN 332551
Taline N. Ratanjee, SBN pending
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Attorneys for Defendants,
EAZE, INC. AND
EAZE

(XX) **BY CASE ANYWHERE** Pursuant to Code of Civil Procedure §187 and California Rules of Court, Rules 2.253(a) and 3.751, the stipulation of the parties, and the Order authorizing electronic filing and service via Case Anywhere dated December 12, 2025, I caused the documents to be sent via electronic transmission to Case Anywhere.

Executed on **January 23, 2026**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Happy Damasing
Print Name

/s/ Happy Damasing
Signature