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Attorneys for Plaintiff Chad Swannie,
on behalf of himself as an aggrieved employee,
pursuant to Labor Code § 2698 *et seq.*

ELECTRONICALLY FILED

Superior Court of California
County of Ventura

11/13/2025

K. Bieker
Executive Officer and Clerk

By: Maryssa Padilla Deputy Clerk

Maryssa Padilla

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

CHAD SWANNIE, on behalf of himself as an
aggrieved employee, pursuant to Labor Code §
2698 *et seq.*,

Plaintiff,

v.

T ENTERPRISES, INC., a Mississippi
Corporation, doing business as 1VISION, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 2025CUOE054192

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 204, 226(a), 226.7,
510, 512, 1174, 1174.5, AND 1194 AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 210, 226.3,
226.8, AND 558**

1 Plaintiff CHAD SWANNIE (“Plaintiff”), on behalf of himself as an “aggrieved employee”
2 under the Labor Code Private Attorneys General Act of 2004, complains of T ENTERPRISES, INC.,
3 a Mississippi Corporation, doing business as 1 VISION, and any subsidiaries or affiliated companies
4 (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff, who was improperly classified as an independent contractor rather than non-exempt
9 employees.

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Voluntarily and knowingly misclassifying Plaintiff as an independent
15 contractor, instead of a non-exempt employee, in violation of Labor Code § 226.8. Defendants
16 controlled Plaintiff’s wages, hours and working conditions. Defendants controlled Mr.
17 Swannie’s salary and commission compensation. Defendants provided Plaintiff with a set
18 hourly schedule in which to perform his job, thereby controlling his working hours—
19 including, among other things, the number of hours Plaintiff was permitted to work and
20 Plaintiff’s work schedule. Defendants also controlled Plaintiff’s working conditions—
21 including, among other things, requiring Plaintiff to use Defendants’ email systems and
22 software (which would identify him presumably as an employee of Defendants) and
23 Defendants **actively** supervised by him directly. As Defendants had control over Plaintiff’s
24 wages, hours and working conditions, Plaintiff was improperly classified as an independent
25 contractor and instead should have been classified as a W2 employee for all pay periods in
26 which Plaintiff was not formally employed by Defendants. As a result of Plaintiff’s
27 misclassification as an independent contractor, Defendants failed to pay him all overtime
28 wages earned, in violation of Labor Code §§ 510 and 1194, as when Plaintiff performed work

1 in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in
2 a workweek, he should have been compensated at a rate of no less than one and one-half times
3 the regular rate of pay—instead, those hours went uncompensated and significant wages are
4 due. Defendants also failed to maintain proper records showing Plaintiff's start and stop times
5 for shifts (and meal periods) since Defendants did not record Plaintiff's hours worked, in
6 violation of Labor Code §§ 1174 and 1174.5, and therefore, cannot affirmatively demonstrate
7 his actual hours worked beyond pure conjecture based on circumstantial evidence.;

8 b. Failing to pay premium wages to Plaintiff who was denied proper meal periods,
9 in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001. Plaintiff was
10 routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal
11 period for every shift worked that exceeded five hours, or a second proper, timely,
12 uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but was
13 not paid premium wages of one hour's pay for each missed first or second meal period.
14 Defendants simply did not authorize meal periods for Plaintiff due to his misclassification as
15 an independent contractor. Plaintiff's shifts were typically 10 hours in length. Oftentimes, if
16 at all, Plaintiff did not take a meal break during his shift as Plaintiff was too busy to take
17 breaks, and Defendants did not make them available. Nor did Defendants maintain any records
18 showing the start and stop time for meal periods since they did not authorize them (and
19 therefore, did not track them). This is a direct violation of Labor Code §§ 226.7, 512, 1174,
20 and 1174.5;

22 c. Failing to pay premium wages to him when Plaintiff was denied on-the-clock
23 rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Plaintiff
24 was routinely unable to take a 10-minute rest period for every four (4) hours of work or major
25 fraction thereof, but was not paid premium wages of one hour's pay for each missed rest
26 period. Defendants simply did not authorize Plaintiff to take any rest periods, in violation of
27 Labor Code § 226.7 and IWC Wage Order No. 4-2001;

1 d. Failing to issue Plaintiff itemized wage statements altogether, in violation of
2 Labor Code §§ 226(a) and 226.3. As such, Plaintiff did not receive wage statements that
3 accurately set forth all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3,
4 the total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned,
5 in violation of Labor Code §§ 226(a)(5) and 226.3, all deductions, in violation of Labor Code
6 §§ 226(a)(4) and 226.3, the inclusive dates of the pay period, in violation of Labor Code §§
7 226(a)(6) and 226.3, an employee identification number or the last four digits of employees'
8 social security numbers, in violation of Labor Code §§ 226(a)(7) and 226.3, the name and an
9 address of the legal entity that is the employer, in violation of Labor Code §§ 226(a)(8) and
10 226.3, and all hourly rates in effect during the pay period and the corresponding number of
11 hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3;

13 e. Failing to timely pay all wages due during Plaintiff's employment, in violation
14 of Labor Code §§ 204 and 210. Defendants impermissibly paid Plaintiff on a monthly basis,
15 which is simply not permitted; subject to certain exceptions not applicable here, wages are to
16 be paid on a weekly, bi-weekly, or semi-monthly frequency *only*; and

17 f. Failing to pay Plaintiff all wages due at the separation of his employment based
18 on the time frames required by Labor Code §§ 201-202. As stated above, Plaintiff was not
19 paid all wages due during the course of their employment and, as a result of this failure, they
20 were not timely paid all wages due at the separation of their employment. This violates Labor
21 Code §§ 201-202.

23 3. Plaintiff, pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants'
24 violations of the California Labor Code.

25 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
26 because Defendants employed Plaintiff in Ventura County, California.

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II.
PARTIES

A. Plaintiff

5. Plaintiff CHAD SWANNIE contracted with Defendants from October 27, 2023 through May 9, 2025 in Ventura County, California.

B. Defendant

6. Defendants T ENTERPRISES, INC., is a Mississippi Corporation, doing business as 1VISION, that contracted with Plaintiff in Ventura County, California.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendants acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AGAINST ALL DEFENDANTS CIVIL PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 204, 226(a), 226.7, 510,
512, 1174, 1174.5, AND 1194 AND PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 210, 226.3, 226.8, AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff is entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 204, 226(a), 226.7, 510, 512, 1174, 1174.5, and 1194; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 210, 226.3, 226.8, and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On September 9, 2025, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of September 9, 2025. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff requests relief as described below.

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IV.

RELIEF REQUESTED

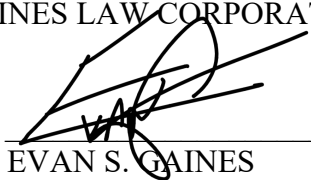
WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: November 13, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES
Attorneys for Plaintiff