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GAINES LAW CORPORATION
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October 20, 2025

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Dave & Buster's Management, LLC
1221 S. Belt Line Rd., Suite 500
Coppell, TX 75019 Certified Mail: 9589 0710 5270 2440 3905 95

Agent for Service of Process for Dave & Buster's Management, LLC
Capitol Corporate Services, Inc.
455 Capitol Mall Complex, Suite 217
Sacramento CA, 95814 Agent Certified Mail: 9589 0710 5270 2440 3906 01

Re: ***Labor Code Violations of Dave & Buster's Management, LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Demond Morton, a former exempt-classified supervisory employee of Defendant Dave & Buster's Management, LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other exempt-classified supervisory employees ("Aggrieved Employees")

Our client alleges that Defendant failed to pay him and Aggrieved Employees all minimum and overtime wages due and owing because it misclassified them as exempt, salaried supervisors ineligible for overtime or meal and rest periods, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. In order to be properly classified under the supervisor exemption, the employee must spend more than fifty percent (50%) of their work performing supervisory duties. Our client and Aggrieved Employees, however, did not meet the exemption because they spent the vast majority of their time performing the work that their non-exempt subordinates perform due to various limitations of the staff. Thus, when they worked in excess of eight (8) hours in a workday and/or over forty (40) hours in a workweek, they were entitled to premium overtime pay of one-and-one-half times the regular rate of pay for all overtime hours worked, yet Defendant failed to pay applicable overtime wages and minimum wages when they exceeded their salary.

Defendant also failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001. Our client and Aggrieved Employee were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. Defendant simply did not authorize meal periods for our client and Aggrieved Employees due to their misclassification as exempt supervisory employees. Our client's and Aggrieved Employees' shifts were typically 10 hours in length. Oftentimes, if at all, they did not take a meal break during their shift as they were too busy to take breaks, and Defendant did not make them available. Nor did Defendant maintain any records showing the start and stop time for meal periods since they did not authorize them (and therefore, did not track them). This is a direct violation of Labor Code §§ 226.7, 512, 1174, 1174.5, and 1175.

Our client also alleges that Defendant failed to pay premium wages to him and Aggrieved Employees when they were denied on-the-clock rest periods, in violation of Labor Code §.226.7 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Defendant simply did not authorize our client and Aggrieved Employees to take any rest periods due to their misclassification, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Our client further alleges that Defendant failed to provide him and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him and certain Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and certain and Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter. We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Best regards,

GAINES LAW CORPORATION

By: ______________________

EVAN S. GAINES