

1 Seung L. Yang (SBN 249857)
E-mail: seung.yang@thesentinel-firm.com
2 Tiffany Hyun (SBN 311743)
E-mail: tiffany.hyun@thesentinel-firm.com
3 Won Christina Chang (SBN 327168)
E-mail: christina.chang@thesentinel-firm.com
4 Diane Le (SBN 348821)
E-mail: diane.le@thesentinel-firm.com
5 **THE SENTINEL FIRM, APC**
707 Wilshire Blvd., Suite 4700
Los Angeles, CA 90017
6 Telephone: (213) 985-1150
7 Facsimile: (213) 985-2155

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

08/13/2026
Clerk of the Court
BY: ERNALYN BURA
Deputy Clerk

8 Attorneys for Plaintiff Lizell Terell Pintily

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN FRANCISCO**

CGC-26-639882

12 LIZELL TEREILL PINTILY, solely in her
13 representative capacity under the California
Private Attorneys General Act ("PAGA");

14
15 Plaintiff,

16 vs.

17 APPLE CINEMAS VAN NESS INC, a Delaware
18 corporation; and DOES 1 through 10, inclusive,

19 Defendants
20
21
22
23
24
25
26
27
28

Case No.:

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code §§ 2699, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiff Lizell Terell Pintily (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff, solely in her representative capacity under the California Labor Code
6 Private Attorneys General Act of 2004 (“PAGA”), brings this action against Defendant Apple
7 Cinemas Van Ness Inc, and Does 1 through 10 (collectively referred to as “Defendants”) for
8 civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698,
9 *et seq.*, stemming from Defendants’ failure to pay minimum wages, failure to pay overtime
10 wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to
11 maintain accurate records of hours worked and meal periods, failure to timely pay all wages to
12 terminated employees, failure to indemnify necessary business expenses, and failure to furnish
13 accurate wage statements.

14 2. All past and present non-exempt, hourly-paid employees of Defendants in
15 California during the applicable statute of limitations periods who are or were harmed by
16 Defendants’ illegal practices are “Aggrieved Employees.”

17 3. Plaintiff brings this action against Defendants seeking only to recover penalties for
18 on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
19 California. Plaintiff does not seek to recover anything other than penalties as permitted by
20 California Labor Code Section 2698 at this time. To the extent that statutory violations are
21 mentioned for wage violations, Plaintiff does not seek underlying general and/or special
22 damages for those violations, but simply penalties as permitted by California Labor Code
23 Section 2698, declaratory relief, and injunctive relief for himself and all aggrieved employees as
24 permitted by the PAGA.

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including San Francisco County. As such, and
27 based upon all the facts and circumstances incident to Defendants’ business in California,
28



1 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
2 Welfare Commission (“IWC”), and the California Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period Defendants
4 maintained a systematic, company-wide policy and practice of:

- 5 (a) Failing to pay employees for all hours worked, including all minimum
6 wages, and overtime wages in compliance with the California Labor Code
7 and IWC Wage Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders, failing
10 to maintain accurate records of all meal periods taken or missed, and
11 failing to pay an additional hour’s pay at the regular rate of pay for each
12 workday a meal period violation occurred;
- 13 (c) Failing to authorize and permit employees to take timely and duty-free rest
14 periods in compliance with the California Labor Code and IWC Wage
15 Orders, and failing to pay an additional hour’s pay at the employee’s
16 regular rate of pay for each workday a rest period violation occurred;
- 17 (d) Failing to indemnify employees for necessary business expenses incurred;
- 18 (e) Willfully failing to pay employees all minimum wages, overtime wages,
19 meal period premium wages, and rest period premium wages due within
20 the time period specified by California law when employment terminates;
- 21 (f) Failing to maintain accurate records of the hours that employees worked;
22 and
- 23 (g) Failing to provide employees with accurate, itemized wage statements
24 containing all the information required by the California Labor Code and
25 IWC Wage Orders.

26 6. On information and belief, Defendants, and each of them were on actual and
27 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
28



1 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
2 were willful and deliberate.

3 7. At all relevant times, Defendants were and are legally responsible for all of the
4 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
5 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
6 Defendants are responsible for each of the unlawful acts or omissions complained of herein
7 under the doctrine of "respondeat superior".

8 **THE PARTIES**

9 **Plaintiff**

10 8. Plaintiff is a California resident that worked for Defendants in the County of San
11 Francisco, State of California, as an hourly, non-exempt Usher from approximately November
12 2025 to approximately March 2026.

13 **Defendants**

14 9. Plaintiff is informed and believes, and based upon that information and belief
15 alleges, that Defendant Apple Cinemas Van Ness Inc is:

- 16 (a) A Delaware corporation with its principal place of business in Sacramento,
17 California;
- 18 (b) A business entity conducting business in numerous counties throughout the
19 State of California, including in San Francisco; and
- 20 (c) The former employer of Plaintiff, and the current and/or former employer
21 of the Aggrieved Employees. Defendant suffered and permitted Plaintiff
22 and the Aggrieved Employees to work, and/or controlled their wages,
23 hours, or working conditions.

24 10. Plaintiff does not currently know the true names or capacities of the persons or
25 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such
26 fictitious names. Each of the Doe Defendants was in some manner legally responsible for the
27 damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will
28



1 amend this complaint to set forth the true names and capacities of these Defendants when they
2 have been ascertained, together with appropriate charging allegations, as may be necessary.

3 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
4 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
5 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
6 California.

7 12. Plaintiff is informed and believes and thereon alleges that at all relevant times
8 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff
9 and the Aggrieved Employees, and exercised control over their wages, hours, and working
10 conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
11 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
12 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
13 interest of some or all of the other Defendants, and was engaged with some or all of the other
14 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
15 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
16 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
17 within the scope of the relationships alleged above, that each Defendant knew or should have
18 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
19 conduct of all other Defendants.

20 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

21 13. Plaintiff is a California resident who worked for Defendants in the County of San
22 Francisco, State of California, as an Usher during the statutory period. Plaintiff was typically
23 scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single workday.

24 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
25 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
26 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
27 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
28 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to



1 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
2 working for Defendants was typical and illustrative.

3 15. Throughout the statutory period, Plaintiff and the Aggrieved Employees worked
4 more than 8 hours in a workday and more than 40 hours in a workweek. Defendants maintained
5 a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked,
6 including all overtime wages. In those instances where Plaintiff and the Aggrieved Employees
7 earned non-discretionary bonuses and other remuneration, Defendants failed to incorporate all
8 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
9 rest break premium rate of pay, and sick day rate of pay. Also throughout the statutory period,
10 Plaintiff and the Aggrieved Employees were required to work "off-the-clock" and
11 uncompensated. For example, due to Defendants only providing one terminal for clocking in
12 and out, Plaintiff and the Aggrieved Employees were required to wait in line for several minutes
13 off-the-clock to utilize Defendants' time clock machine. Additionally, Plaintiff and the
14 Aggrieved Employees were required to respond to work requests from supervisors while clocked
15 out during purported meal periods and after clocking out of shifts. Despite being required to
16 perform these work tasks, Plaintiff and the Aggrieved Employees were not compensated for this
17 time worked. In maintaining a practice of not paying all wages owed, Defendants failed to
18 maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

19 16. Throughout the statutory period, Defendants have wrongfully failed to provide
20 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants often
21 required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a
22 day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every
23 five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal
24 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
25 Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right
26 to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by
27 the end of the tenth hour of work. Plaintiff and the Aggrieved Employees were often required to
28 work during their meal periods, leading to the failure to provide uninterrupted meal periods. For



1 example, Plaintiff and the Aggrieved Employees were required to prioritize urgent work tasks
2 before starting their meal periods or during their meal periods, resulting in late, shortened, or
3 interrupted meal periods. These requirements also meant Plaintiff and the Aggrieved Employees
4 were not relieved of all duty during their meal periods. For example, Plaintiff and the Aggrieved
5 Employees were required to respond to work requests from supervisors while clocked out during
6 purported meal periods. As a result, Plaintiff and the Aggrieved Employees were not provided
7 with uninterrupted and complete meal periods. Accordingly, Defendants' policy and practice
8 was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with
9 California law.

10 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
11 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
12 Defendants often required Plaintiff and the Aggrieved Employees to work in excess of four
13 consecutive hours a day without Defendants authorizing and permitting them to take a net 10-
14 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction
15 thereof), or without compensating Plaintiff and the Aggrieved Employees for rest periods that
16 were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the
17 Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
18 adequate policies or practices permitting or authorizing rest periods for Plaintiff and the
19 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
20 timing of rest periods. Defendants also did not have adequate policies or practices to verify
21 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
22 Defendants did not maintain accurate records of employee work periods, and therefore
23 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods
24 during the middle of each work period. For example, Plaintiff and the Aggrieved Employees
25 were required to respond to work requests from supervisors while on their purported rest
26 periods. Plaintiff and the Aggrieved Employees were required to prioritize urgent work tasks
27 before starting their rest periods or during their rest periods, resulting in late, shortened, or
28 interrupted rest periods. As a result, Plaintiff and the Aggrieved Employees were rarely



1 provided with compliant rest periods and were regularly required to work through their rest
2 periods. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff
3 and the Aggrieved Employees to take rest periods in compliance with California law.

4 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
5 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
6 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees were
7 required to use their personal cell phones for work purposes such as communicating with co-
8 workers and supervisors regarding work-related issues. Plaintiff and the Aggrieved Employees
9 were not adequately compensated for these work-related expenses.

10 19. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for
12 all minimum wages, overtime wages, meal period premium wages, and rest period premium
13 wages. Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final
14 paychecks immediately upon termination.

15 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
16 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
17 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
18 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
19 provided in accordance with California law, correct wages for rest periods that were not
20 authorized and permitted to take in accordance with California law, and Defendant's address).
21 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
22 Employees suffered injury because, among other things:

- 23 (a) the violations led them to believe that they were not entitled to be paid
24 minimum wages, overtime wages, meal period premium wages, and rest
25 period premium wages to which they were entitled, even though they were
26 entitled;



- 1 (b) the violations led them to believe that they had been paid the minimum,
2 overtime, meal period premium, and rest period premium wages, even
3 though they had not been;
- 4 (c) the violations led them to believe they were not entitled to be paid
5 minimum, overtime, meal period premium, and rest period premium wages
6 at the correct California rate even though they were;
- 7 (d) the violations led them to believe they had been paid minimum, overtime,
8 meal period premium, and rest period premium wages at the correct
9 California rate even though they had not been;
- 10 (e) the violations hindered them from determining the amounts of minimum,
11 overtime, meal period premium, and rest period premium owed to them;
- 12 (f) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have
14 to perform mathematical computations to determine the amounts of wages
15 owed to them, computations they would not have to make if the wage
16 statements contained the required accurate information;
- 17 (g) by understating the wages truly due them, the violations caused them to
18 lose entitlement and/or accrual of the full amount of Social Security,
19 disability, unemployment, and other governmental benefits;
- 20 (h) the wage statements inaccurately understated the wages, hours, and wages
21 rates to which Plaintiff and the Aggrieved Employees were entitled, and
22 Plaintiff and the Aggrieved Employees were paid less than the wages and
23 wage rates to which they were entitled.

24 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
25 Labor Code § 226(e), including actual damages.

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code §§ 2698, et seq.))**

4 21. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as if
5 fully stated herein.

6 22. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable Industrial Welfare Commission Orders.

8 23. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
10 law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions,
12 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
13 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself and other current or former employees pursuant to the procedures specified in Section
15 2699.3.”

16 24. Plaintiff has exhausted her administrative remedies pursuant to California Labor
17 Code § 2699.3. On May 29, 2026, she gave written notice by online filing to the Labor and
18 Workforce Development Agency and by certified mail to Defendants of the specific provisions
19 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
20 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
21 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1180804-26.

22 25. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
23 Workforce Development Agency has not indicated that it intends to investigate Defendants’
24 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
25 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
26 the Labor Code described in this Complaint. These penalties include, but are not limited to,
27 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).
28



1 26. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
2 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
3 employing labor who willfully fails to maintain accurate and complete records required by
4 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
5 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
6 begins and ends each work period. Meal periods, and total hours worked daily shall also be
7 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
8 keep total hours worked in the payroll period and applicable rates of pay.

9 27. During the time period of employment for Plaintiff and the Aggrieved Employees,
10 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
11 maintain accurate records showing meal periods, and accurate records of the hours Plaintiff and
12 the Aggrieved Employees worked. Defendants' failure to provide and maintain records required
13 by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
14 ability to know, understand and question the accuracy and frequency of meal periods, and the
15 time they actually worked. Therefore, Plaintiff and the Aggrieved Employees had no way to
16 dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
17 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have
18 suffered and continue to suffer, substantial losses related to the use and enjoyment of such
19 wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel
20 Defendants to fully perform its obligation under state law, all to their respective damage in
21 amounts according to proof at trial. Because of Defendants' knowing failure to comply with the
22 Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also
23 suffered an injury in that they were prevented from knowing, understanding, and disputing the
24 wage payments paid to them.

25 28. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
26 of civil penalties on behalf of the State of California, and similarly Aggrieved Employees of
27 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
28



1 according to proof at trial. These penalties are in addition to all other remedies permitted by
2 law.

3 29. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs
4 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
5 any action shall be entitled to an award of reasonable attorneys' fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment
8 against Defendants, jointly and severally, as follows:

9 1. That the Court declare, adjudge and decree that Defendants violated the California
10 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
11 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
12 failure to indemnify necessary business expenses, failing to furnish accurate wage statements, and
13 failing to maintain accurate records of all hours worked and meal periods;

14 2. An award of civil penalties on behalf of all similarly aggrieved employees pursuant
15 to PAGA;

16 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

17 4. Attorneys' fees and costs reasonably incurred;

18 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

19 6. Such other and further relief that the Court deems proper.
20

21 Dated: August 13, 2026

Respectfully submitted,

22 THE SENTINEL FIRM, APC

23
24 By: 
25 Seung L. Yang
26 Tiffany Hyun
27 W. Christina Chang
28 Diane Le
Attorneys for Plaintiff



1
2
3 **DEMAND FOR JURY TRIAL**
4

5 Plaintiff demands a trial by jury as to all causes of action triable by jury.
6

7 Dated: August 13, 2026

8 THE SENTINEL FIRM, APC

9 By: 

10 Seung L. Yang

11 Tiffany Hyun

12 W. Christina Chang

13 Diane Le

14 Attorneys for Plaintiff
15
16
17
18
19
20
21
22
23
24
25
26
27
28

