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ANAKIN PEACE

FILED
Superior Court of California
County of Los Angeles
11/20/2024

David W. Slayton, Executive Officer / Clerk of Court
By: M. Miro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANAKIN PEACE, on behalf of himself and all
others similarly situated;

Plaintiffs,

vs.

TNT DOUBLES, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No. 24STCV22749

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- 8. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 9. CIVIL PENALTIES UNDER
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1
2 Plaintiff Anakin Peace (“Plaintiff”), on behalf of himself and all others similarly situated,
3 as well as the State of California and other aggrieved employees, hereby brings this First
4 Amended Class and Representative Action Complaint against TNT Doubles, LLC and Does 1
5 through 100, inclusive (collectively, “Defendants”), and on information and belief alleges as
6 follows:

7 **JURISDICTION**

8 1. Plaintiff, on behalf of himself and all others similarly situated, as well as the State
9 of California and other aggrieved employees, brings this class action for recovery of unpaid wages
10 and penalties under California Business and Professions Code section 17200, *et. seq.*; Labor Code
11 sections 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804,
12 and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 10 (“Wage Order 10”), in
13 addition to seeking declaratory relief and restitution. This class action is brought pursuant to
14 California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’
15 violations of the California Labor Code because the amount in controversy exceeds this Court’s
16 jurisdictional minimum.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
21 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
22 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

23 **PARTIES**

24 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
25 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
26 the filing of this action and within the statute of limitations periods applicable to each cause of
27 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
28 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money

and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 et seq.; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 10, which sets employment standards for employees in the amusement and recreation, which includes any business or establishment operated for the purpose of furnishing entertainment or recreation to the public, including tennis courts.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a tennis instruction clinic, and that they employed Plaintiff and other similarly situated non-exempt employees (including but not limited to employees who were misclassified as independent contractors) within Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

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1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
5 Members (as defined in Paragraph 19).

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff was employed by Defendants as a non-exempt tennis instructor for a
8 number of years until in or about April of 2024.

9 10. Defendants operate tennis clinics at multiple locations in the Los Angeles area,
10 including in Westwood, Cheviot Hills, and Pacific Palisades. During Plaintiff's employment with
11 Defendants, Defendants failed to pay Plaintiff and other non-exempt employees for all hours
12 worked. Plaintiff and other non-exempt employees would frequently work at multiple locations
13 in the same workday and, as a result, would travel between locations. For example, it was not
14 uncommon for Plaintiff to work at both the Westwood location and Cheviot Hills location in the
15 same day. Defendants failed to compensate Plaintiff and other non-exempt employees for their
16 time spent traveling between Defendants' locations. Plaintiff and other non-exempt employees
17 also performed other work off-the-clock, including but not limited to coordinating schedules with
18 customers and other administrative work, as well as other work performed at or near the tennis
19 courts that Defendants did not compensate. Defendants knew or reasonably should have known
20 that Plaintiff and other non-exempt employees were performing this work, but Defendants failed
21 to compensate for this work time. This has resulted in unpaid wages, including minimum wages
22 and overtime wages.

23 11. Defendants also have engaged in a subterfuge to avoid paying overtime wages. As
24 noted above, Defendants operate clinics at multiple locations, and Plaintiff and other non-exempt
25 employees frequently worked at more than one location on the same workday and/or in the same
26 pay period. On information and belief, Defendants would pay employees separately for the work
27 at each location, in an effort to avoid paying overtime wages. For example, in the biweekly pay
28 period of January 3-16, 2024, Defendants issued Plaintiff two paychecks and two wage

1 statements. One wage statement reflected a total of 56.25 regular hours, and the second wage
2 statement reflected 36.5 regular hours. Neither wage statement reflected any overtime hours
3 worked, and Defendants did not pay Plaintiff any overtime wages for that pay period. In other
4 words, in a two-week pay period where the highest possible number of regular hours was 80 (i.e.,
5 40 hours per workweek), Defendants issued Plaintiff two different wage statements with a total
6 of 92.75 regular hours, and paid him those hours at his base rates of pay, rather than paying him
7 any overtime compensation when Plaintiff clearly worked at least 12.75 hours of overtime.

8 12. Defendants have also required Plaintiff and other employees to incur business
9 expenses without reimbursement. For example, and as noted above, Plaintiff and other employees
10 frequently would travel between Defendants' locations in their personal vehicles. Defendants
11 failed to reimburse Plaintiff and other employees for the use of their personal vehicles for this
12 purpose. Plaintiff and other employees were also required to use their personal cell phones for
13 work purposes, including but not limited to downloading and using the Mind Body app. For
14 example, Plaintiff would regularly use his personal cell phone to check-in customers on the Mind
15 Body app, and he was also expected to communicate with customers using his personal cell phone
16 to help schedule lessons and otherwise interact with them. Plaintiff also was required to engage
17 in group texts with other instructors, managers, and others regarding work-related topics.

18 13. Despite requiring Plaintiff and other employees to use their personal property for
19 work-related purposes, Defendants have failed to reimburse them for any portion of their personal
20 expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,
21 Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and
22 *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must
23 reimburse employees for "reasonable percentage" of their cell phone bills if they are required to
24 use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

25 14. Defendants have also failed to provide meal periods to Plaintiff and other non-
26 exempt employees. Plaintiff would often work more than 5 hours in a workday but was not always
27 provided a 30-minute meal period occurring before the end of the fifth hour of work, and instead
28 was required to perform back-to-back clinics (or other work tasks) without sufficient breaks in

1 between that would allow for a timely, 30-minute meal period. Plaintiff would also sometimes
2 work over 10 hours in a workday and was not provided with a second meal period on such
3 workdays. Despite failing to provide Plaintiff and other non-exempt employees with legally
4 compliant meal periods, Defendants have failed to pay the meal period premiums required by
5 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
6 period, Defendants have maintained no payroll code or other mechanism for paying meal period
7 premiums when Defendants failed to provide a legally compliant meal period.

8 15. Defendants have also failed to authorize and permit compliant rest periods to
9 Plaintiff and other non-exempt employees. As with meal periods, clinics (and/or other job duties)
10 were scheduled back-to-back without sufficient breaks scheduled between them, and therefore
11 Defendants made it impracticable to take a 10-minute off-duty rest period for each four hours of
12 work (or major fraction thereof). Despite failing to authorize and permit legally compliant rest
13 periods to Plaintiff and other non-exempt employees, Defendants have failed to pay the rest period
14 premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion
15 of the putative class period, Defendants have maintained no payroll code or other mechanism for
16 paying rest period premiums when Defendants failed to authorize and permit a legally compliant
17 rest period.

18 16. As a result of Defendants' failure to pay all wages due, their failure to account for
19 and compensate for all hours worked by its employees, and/or their failure to pay meal and rest
20 period premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly
21 employed non-exempt employees at the separation of their employment.

22 17. As a further result of Defendants' unlawful practices described above, Defendants
23 have maintained inaccurate time and payroll records, and have issued inaccurate wage statements
24 to Plaintiff and other non-exempt employees.

25 18. On information and belief, Defendants have engaged in the above unlawful
26 practices throughout the putative class period and continuing to the present.

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1 **CLASS ACTION ALLEGATIONS**

2 19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
3 following Classes pursuant to Section 382 of the Code of Civil Procedure:

4 a. The Minimum Wage Class consists of al of the Defendants' current and former
5 non-exempt employees in California (including workers who were classified as
6 independent contractors) who were subject to Defendants' timekeeping and payroll
7 practices, at any point from four years prior to the filing of this action to the present.

8 b. The Overtime Class consists of all of the Defendants' current and former non-
9 exempt employees in California (including workers who were classified by Defendants as
10 independent contractors) who worked more than 8.0 hours in a workday and/or over 40.0
11 hours in a workweek, at any time from four years immediately preceding the filing of this
12 action through the present.

13 c. The Meal Period Class consists of all of the Defendants' current and former non-
14 exempt employees in California (including workers who were classified by Defendants as
15 independent contractors) who worked at least one shift in excess of 5.0 hours, and/or at
16 least one shift in excess of 10.0 hours, during the four years immediately preceding the
17 filing of this action through the present.

18 d. The Rest Period Class consists of all of the Defendants' current and former non-
19 exempt employees in California (including workers who were classified by Defendants as
20 independent contractors) who worked at least one shift of 3.5 hours or more, at any time
21 from four years immediately preceding the filing of this action through the present.

22 e. The Wage Statement Class consists of (i) all members of the Minimum Wage
23 Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
24 statement from Defendants at any time from one year immediately preceding the filing of
25 this action through the present.

26 f. The Waiting Time Class consists of all members of the Minimum Wage Class,
27 Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed
28

by Defendants and whose employment with Defendants ended at any time from three years immediately preceding the filing of this action through the present.

g. The Expense Reimbursement Class consists of all of Defendants' employees (including workers who were classified by Defendants as independent contractors) who were required to use their personal property, including but not limited to personal cellular phones and/or personal vehicles, for work-related purposes, at any time from four years prior to the filing of this action through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid members of the Minimum Wage Class at least the applicable minimum wage for all hours worked;
- ii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

- 1 vi. Whether Defendants paid all wages due to members of the Waiting Time
2 Class at the time of separation of employment; and
3 vii. Whether Defendants properly reimbursed expenses incurred by members
4 of the Expense Reimbursement Class.

5 22. **Predominance of Common Questions:** Common questions of law and fact
6 predominate over questions that affect only individual members of the Classes. The common
7 questions of law set forth above are numerous and substantial and stem from Defendants' policies
8 and/or practices applicable to each individual class member, such as Defendants' timekeeping,
9 overtime, wage statement, meal period, rest period, expense reimbursement, and final wage
10 policies/practices. As such, the common questions predominate over individual questions
11 concerning each individual class member's showing as to his or her eligibility for recovery or as
12 to the amount of his or her damages.

13 23. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
14 Plaintiff was employed by Defendants as non-exempt employees in California during the
15 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
16 alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages
17 and overtime wages; was subject to Defendants' uniform meal and rest period policies/practices;
18 was furnished with inaccurate wage statements; was deprived of all final wages upon his
19 separation of employment from Defendants; and was not reimbursed for all expenses he incurred
20 in carrying out his job duties for Defendants.

21 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
22 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
23 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
24 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
25 actions in state and federal courts in the past and are committed to vigorously prosecuting this
26 action on behalf of the members of the Classes.

27 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
28 an important public interest in establishing minimum working conditions and standards in

California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. Wage Order 10, § 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

1 28. At all relevant times, Defendants failed to conform their pay practices to the
2 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
3 actually worked including, but not limited to, all hours they were subject to Defendants' control
4 and/or suffered or permitted to work under the Labor Code and Wage Order 10.

5 29. California Labor Code § 1198 makes unlawful the employment of an employee
6 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
7 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
8 those employees the balance of the unpaid wages as well as liquidated damages in an amount
9 equal to the wages due and interest thereon.

10 30. As a direct and proximate result of Defendants' unlawful conduct as alleged
11 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
12 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
13 entitled to recover economic and statutory damages and penalties and other appropriate relief as
14 a result of Defendants' violations of the California Labor Code and Wage Order 10.

15 31. Defendants' practice and uniform administration of corporate policy regarding
16 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff
17 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
18 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
19 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 32. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

24 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
26 overtime hours worked, and which provide a private right of action for the failure to pay all
27 overtime compensation for overtime work performed.

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1 34. At all times relevant herein, Defendants were required to properly compensate
2 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
3 Labor Code § 1194 and Wage Order 10. Wage Order 10, § 3 requires an employer to pay an
4 employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of
5 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on
6 the seventh consecutive workday in a workweek. Wage Order 5, § 3 also requires an employer to
7 pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a
8 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
9 As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime
10 and double-time hours but did not compensate them at one and one-half times (or two times) their
11 regular rate of pay for such hours.

12 35. The foregoing policies and practices are unlawful and create entitlement to
13 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
14 premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of
15 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
16 Civil Procedure § 1021.5.

17 **THIRD CAUSE OF ACTION**

18 **MEAL PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed in their affirmative obligation to provide all their non-exempt employees, including
23 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
24 the mandates of the California Labor Code and Wage Order 10, for the reasons set forth in this
25 Complaint.

26 38. As a result, Defendants owe premium compensation for meal period violations,
27 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 10, Labor
28 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 40. Labor Code §§ 226.7 and 516, and Wage Order 10, § 12 establish the right of
6 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four
7 (4) hour period worked, or major fraction thereof.

8 41. As alleged herein, Defendants have failed to authorize and permit Plaintiff and
9 Rest Period Class members to take their legally entitled rest periods. Defendants have also failed
10 to compensate Plaintiff and Rest Period Class members with a rest period premium for each
11 workday they were not authorized and permitted all rest periods to which they were entitled.

12 42. The foregoing violations create an entitlement to recovery by Plaintiff and Rest
13 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
14 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
15 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
16 1 of the California Constitution.

17 **FIFTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
23 and the Wage Statement Class with accurate and complete itemized wage statements that
24 included, among other requirements, all hours worked, all hours worked at each rate of pay, and
25 all wages earned, in violation of Labor Code § 226.

26 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
27 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
28 among other things, the non-payment of all their wages and meal and rest period premium wages,

1 and deprived them of the information necessary to identify and reconcile the discrepancies in
2 Defendants' reported data.

3 46. Defendants' failures create an entitlement to recovery by Plaintiff and members of
4 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
5 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
6 of suit, pursuant to Labor Code §§ 226 and 226.3.

7 **SIXTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS)**

10 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
12 an employer to pay all wages immediately at the time of separation of employment in the event
13 the employer discharges the employee, or the employee provides at least 72 hours of notice of
14 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
15 to quit, said employee's wages become due and payable not later than 72 hours upon said
16 employee's last date of employment.

17 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
19 at their separation from employment, including (but not limited to) unpaid minimum wages and
20 overtime wages and unpaid meal and rest period premium wages.

21 50. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
22 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
23 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
24 to the requirements of Labor Code §§ 201-203.

25 51. Defendants' failure to pay all final wages was willful within the meaning of Labor
26 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
27 Time Class their earned wages upon separation from employment results in a continued payment
28 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the

1 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
2 attorneys' fees and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS)**

6 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 53. At all relevant times, Defendants were subject to Labor Code § 2802, which states
8 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
9 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
10 her obedience to the directions of the employer."

11 54. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
12 "any contract or agreement, express or implied, made by any employee to waive the benefits of
13 this article or any part thereof, is null and void, and this article shall not deprive any employee or
14 his personal representative of any right or remedy to which he is entitled under the laws of this
15 State."

16 55. Due to Defendants' unlawful policy and practice of requiring employees to use
17 their personal property, including but not limited to personal cell phones, for work purposes,
18 requiring employees to purchase items for work, and their failure to reimburse Plaintiff and
19 members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

20 56. As a proximate result of Defendants' policies and/or practices in violation of Labor
21 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
22 suffered damages in sums, which will be shown according to proof.

23 57. Plaintiff and members of the Expense Reimbursement Class are entitled to
24 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

25 58. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
26 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
27 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
28 accrue from the date on which they incurred the initial necessary expenditure.

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 60. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
7 Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal
8 periods or pay meal period premium wages, failure to authorize and permit rest periods or pay
9 rest period premium wages, failing to furnish accurate and complete itemized wage statements,
10 failing to reimburse business expenses, and failing to pay all earned wages at separation of
11 employment.

12 61. Defendants' utilization of these unfair and/or unlawful business practices has
13 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
14 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
15 Defendants' competitors who have been and/or are currently employing workers and attempting
16 to do so in honest compliance with applicable wage and hour laws.

17 62. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
19 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
20 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

21 63. The acts complained of herein occurred within the four years immediately
22 preceding the filing of this action.

23 64. Plaintiff was compelled to retain the services of counsel to file this court action to
24 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf
25 of Defendants' current non-exempt employees, and to enforce important rights affecting the
26 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
27 which he is entitled to recover under Code of Civil Procedure § 1021.5.

28 ///

1 **NINTH CAUSE OF ACTION**

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

3 **(AGAINST ALL DEFENDANTS)**

4 65. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 66. Defendants have committed several Labor Code violations against Plaintiff and
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor
7 Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings
8 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
10 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
11 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
12 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
13 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each
14 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
15 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1
16 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and
17 \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay
18 period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
19 employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the following Labor Code violations:

- 21 a. Failing to pay Plaintiff and other aggrieved employees at least the minimum wage for
22 all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2,
23 1197, and 1198;
- 24 b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time
25 compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 26 c. Failing to provide all legally required meal periods to Plaintiff and other aggrieved
27 employees, and failing to pay meal period premiums, in violation of Labor Code §§
28 226.7, 512, 558, and 1198;

- d. Failing to authorize and permit all legally required rest periods for Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, 1198;
- e. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- f. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;
- g. Failing to reimburse Plaintiff and other aggrieved employees for expenses incurred in the course of employment, in violation of Labor Code §§ 2802, 2804, and 1198; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

67. On or about September 4, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 66 (a)-(h) above. Now that 65 days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not indicated its intent to investigate and Defendants have not cured any of the alleged violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act (“PAGA”) with respect to these violations. As noted in Plaintiff’s notice letter, the “aggrieved employees” Plaintiff seeks to represent in his PAGA action are all of Defendants’ current and former non-exempt employees (including those classified as independent contractors) who have worked for Defendants in California at any time from one year prior to the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

68. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
9 1197, and 1198;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
- 16 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
17 226, *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
19 Labor Code §§ 201-203;
- 20 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
21 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;
- 25 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
26 employees, and the State of California according to proof pursuant to Labor Code § 2699,
27 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
28 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant

1 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully
2 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to
3 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
4 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
5 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
6 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
7 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
8 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
9 Labor Code § 2699(f);

10 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
11 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
12 California Constitution;

13 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
14 226(e), 1194 *et seq.*, 2802(c), 2699(k), Code of Civil Procedure § 1021.5, and all other applicable
15 statutes; and

16 15. For such other and further relief the Court may deem just and proper.
17

18 Date: November 12, 2024

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiff

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
24

25 Date: November 12, 2024

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 I declare that I am over the age of eighteen (18) and not a party to this action. My business
3 address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

4 On November 12, 2024 I served the foregoing document(s) described as:

5 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

6 on all interested parties in this action by transmitting a true copy of the document(s) described
7 above, addressed as follows:

8 **SEE ATTACHED SERVICE LIST**

- 9 () **BY MAIL** as follows: I am “readily familiar” with the firm’s practice of collection and
10 processing of correspondence for mailing with the United States Postal Service. I know
11 that the correspondence was deposited with the United States Postal Service on the same
12 day this declaration was executed in the ordinary course of business. I know that the
13 envelope was sealed and, with postage thereon fully prepaid, placed for collection and
14 mailing on this date in the United States mail at Beverly Hills, California.
- 15 () **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the
16 above addressee(s).
- 17 () **BY OVERNIGHT COURIER:** I am “readily familiar” with the firm’s practice of
18 collecting and processing overnight deliveries, which includes depositing such packages in
19 a receptacle used exclusively for overnight deliveries. The packages were deposited
before the regular pickup time and marked accordingly for delivery the next business day.
- 20 (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served
21 electronically to the address of the recipient(s) as set forth below. I am readily familiar
22 with the Code of Civil Procedure and California Rules of Court for electronic service and
23 this document/these documents were duly served electronically in accordance with said
24 rules and regulations on the date stated above, and the transmission was reported as
25 complete and without error.

26 I declare under penalty of perjury under the laws of the State of California that the above is
27 true and correct. Executed on November 12, 2024 at Beverly Hills, California.

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Isela Chavarria

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SERVICE LIST:

Fox Rothschild LLP c/o Jeffrey S. Horton Thomas, Esq. c/o Steven Gallagher, Esq. c/o Carly Klein, Esq. 10250 Constellation Boulevard Suite 900 Los Angeles, CA 90067 Email: jhortonthomas@foxrothschild.com stevengallagher@foxrithschild.com cklein@foxrithschild.com vanderson@foxrithschild.com	<i>Attorneys for Defendants TNT Doubles, LLC.</i>
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