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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DAVID ETTEDGUI, an individual, and on
behalf of the State of California, as a private
attorney general,

Plaintiff,

vs.

TESTRONIC, INC., a corporation; GIANT
INTERACTIVE LLC, a limited liability
company; and DOES 1 through 50, inclusive,

Defendant.

Case No. 25NNCV01421

COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code §
2699 for violations of Labor Code
§§ 201, 202, 203, 204 *et seq.*, 210, 218,
221, 226(a), 226.7, 227.3, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2100, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), California Code of
Regulations, Title 8, Section 1 1070(14)
(Failure to Provide Seating), and Violation
of Applicable Industrial Welfare Commission
Wage Order(s); and,

2. Discrimination and Retaliation in
Violation of FEHA

DEMAND FOR A JURY TRIAL

1 David Ettedgui (“PLAINTIFF”), on behalf of the people of the State of California and as an
2 “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorney
3 General Act of 2004, § 2699 (“PAGA”) with regard to the First Cause of Action, and as an individual
4 with regard to the Second Cause of Action, alleges on information and belief, except for his own acts
5 and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings the First Cause of Action against defendants Testronic, Inc. and
8 Giant Interactive LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
9 on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF
10 does **not seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not
12 seek underlying general and/or special damages for those violations, but simply the civil penalties
13 permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 on behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, as to the First Cause of Action, PLAINTIFF seeks to obtain all applicable
18 relief for DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA.

20 4. As to the First Cause of Action, PLAINTIFF is not suing in his individual capacity, he
21 is proceeding solely under the PAGA, on behalf of the State of California for all aggrieved employees,
22 including himself and other aggrieved employees. With regard to the First Cause of Action, nothing in
23 this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 5. PLAINTIFF brings the Second Cause of Action individually against DEFENDANT for
25 special damages, punitive damages, pre-judgment interest, costs and reasonable attorneys’ fees as set
26 forth below.

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THE PARTIES

6. Testronic, Inc. (“DEFENDANT”) is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. Giant Interactive LLC (“DEFENDANT”) is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

8. Testronic, Inc. and Giant Interactive LLC are the joint employers of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers for the conduct alleged herein, and are therefore collectively referred to herein as (“DEFENDANT”).

9. DEFENDANT provides quality assurance and localization services for entertainment industries, including games, film, and television in California.

10. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF’s employment started in June 2022. PLAINTIFF is at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

11. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to himself and all individuals who are or previously were employed by Testronic, Inc. and/or Giant Interactive LLC in California, including any employees staffed with Testronic, Inc. and/or Giant Interactive LLC by a third party, and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of December 5, 2023 until a date as determined by the Court (the "PAGA PERIOD").

12. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1

1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based upon the foregoing,
2 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor
3 Code § 2699.

4 13. The true names and capacities, whether individual, corporate, subsidiary, partnership,
5 associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently unknown to
6 PLAINTIFF who therefore sues these DEFENDANT by such fictitious names pursuant to Cal. Civ.
7 Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
8 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
9 believes, and based upon that information and belief alleges, that the DEFENDANT named in this
10 Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more
11 of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

12 14. The agents, servants and/or employees of the DEFENDANT and each of them acting
13 on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the
14 agent, servant and/or employee of the DEFENDANT, and personally participated in the conduct
15 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
16 Consequently, the acts of each Defendant are legally attributable to the other DEFENDANT and all
17 DEFENDANT are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES,
18 for the loss sustained as a proximate result of the conduct of the DEFENDANT's agents, servants
19 and/or employees.

20 **THE CONDUCT**

21 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
22 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning
23 the time during which an employee is subject to the control of an employer, including all the time the
24 employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED
25 EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control.
26 Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is
27 supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
28 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break.

1 DEFENDANT, as a matter of established company policy and procedure, administers a uniform
2 practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED
3 EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment,
4 PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had
5 they been paid for actual recorded time rather than “rounded” time. Additionally, DEFENDANT
6 engages in the practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work
7 off the clock in that DEFENDANT, as a condition of employment, required these employees to submit
8 to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to
9 clocking into DEFENDANT’s timekeeping system for the workday. As a result, PLAINTIFF and the
10 AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
11 breaks by working without their time being correctly recorded and without compensation at the
12 applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the AGGRIEVED
13 EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business records.

14 16. State law provides that employees must be paid overtime and meal and rest break
15 premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the AGGRIEVED
16 EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to specific elements of
17 an employee’s performance.

18 17. The second component of PLAINTIFF’s and the AGGRIEVED EMPLOYEES’
19 compensation is DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF and the
20 AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANT. The
21 non-discretionary incentive program provided all employees paid on an hourly basis with incentive
22 compensation when the employees met the various performance goals set by DEFENDANT. However,
23 when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
25 compensation as part of the employees’ “regular rate of pay” for purposes of calculating overtime pay
26 and meal and rest break premium pay. Management and supervisors described the incentive program
27 to potential and new employees as part of the compensation package. As a matter of law, the incentive
28 compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must be included in the

1 “regular rate of pay.” The failure to do so has resulted in a underpayment of overtime compensation
2 and meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by
3 DEFENDANT.

4 18. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED
5 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were
6 not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES
7 were required from time to time to perform work as ordered by DEFENDANT for more than five (5)
8 hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time
9 failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period
10 for some workdays in which these employees were required by DEFENDANT to work ten (10) hours
11 of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying
12 penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED
13 EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with
14 DEFENDANT’s corporate policy and practice.

15 19. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were
16 also required from time to time to work in excess of four (4) hours without being provided ten (10)
17 minute rest periods. Further, these employees were denied their first rest periods of at least ten (10)
18 minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and
19 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)
20 hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some
21 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and the AGGRIEVED
22 EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the
23 applicable California Wage Order requires employers to provide employees with off-duty rest periods,
24 which the California Supreme Court defined as time during which an employee is relieved from all
25 work related duties and free from employer control. In so doing, the Court held that the requirement
26 under California law that employers authorize and permit all employees to take rest period means that
27 employers must relieve employees of all duties and relinquish control over how employees spend their
28 time which includes control over the locations where employees may take their rest period. Employers

1 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five
2 minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED
3 EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states
4 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest
5 period.

6 20. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
7 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these employees
8 worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required
9 to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, meaning the time during
10 which an employee was subject to the control of an employer, including all the time the employee was
11 permitted or suffered to permit this work. DEFENDANT required these employees to work off the
12 clock without paying them for all the time they were under DEFENDANT's control. As such,
13 DEFENDANT knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES
14 were under compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
15 EMPLOYEES forfeited time worked by working without their time being accurately recorded and
16 without compensation at the applicable minimum wage and overtime wage rates. To the extent that
17 the time worked off the clock does not qualify for overtime premium payment, DEFENDANT failed
18 to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197,
19 and 1197.1.

20 21. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
21 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show,
22 among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
23 employer shall furnish each of his or her employees with an accurate itemized wage statement in
24 writing showing, among other things, gross wages earned and all applicable hourly rates in effect
25 during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFF
26 and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements
27 should reflect all applicable hourly rates during the pay period and the total hours worked, and the
28 applicable pay period in which the wages were earned pursuant to California Labor Code Section

1 226(a). The wage statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED
2 EMPLOYEES failed to identify such information. More specifically, the wage statements failed to
3 identify the accurate total hours worked each pay period. When the hours shown on the wage
4 statements were added up, they did not equal the actual total hours worked during the pay period in
5 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
6 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements
7 under California Labor Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF
8 and the AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

9 22. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
10 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
11 not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210
12 provides:

13 [I]n addition to, and entirely independent and apart from, any other penalty provided in
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

17 23. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED
18 EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal. Lab.
19 Code § 204(d), including but not limited to for the “Hourly” regular wage payments.

20 24. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED
21 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code
22 Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary
23 remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than
24 pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to PLAINTIFF and the
25 AGGRIEVED EMPLOYEES at their base rates of pay.

26 25. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
27 employees be calculated by dividing the employee’s total wages, not including overtime premium pay,
28 by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

1 26. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the
2 regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-
3 discretionary incentive wages which increased their regular rate of pay. However, when sick pay was
4 paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED EMPLOYEES, as
5 opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

6 27. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and the
7 AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time penalties pursuant
8 to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes and based thereon alleges
9 that such failure to pay sick pay at regular rate was willful, such that the AGGRIEVED EMPLOYEES
10 whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
11 Sections 201-203.

12 28. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to
13 collect or receive from an employee any part of wages theretofore paid by said employer to said
14 employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and the AGGRIEVED
15 EMPLOYEES, made unlawful deductions from compensation payable to PLAINTIFF and the
16 AGGRIEVED EMPLOYEES, failed to disclose all aspects of the deductions from compensation
17 payable to PLAINTIFF and the AGGRIEVED EMPLOYEES, and thereby failed to pay these
18 employees all wages due at each applicable pay period and upon termination.

19 29. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
20 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred by the
21 PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of discharging their duties
22 on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to
23 indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab.
24 Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
25 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
26 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
27 employee, at the time of obeying the directions, believed them to be unlawful."
28

1 30. In the course of their employment PLAINTIFF and the AGGRIEVED EMPLOYEES
2 as a business expense, were required by DEFENDANT to use their own personal cellular phones as
3 a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed
4 or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones
5 for DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were
6 required by DEFENDANT to use their personal cellular phones. As a result, in the course of their
7 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred
8 unreimbursed business expenses which included, but were not limited to, costs related to the use of
9 their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

10 31. In violation of the applicable sections of the California Labor Code and the requirements
11 of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of
12 company policy, practice and procedure, intentionally, knowingly and systematically failed to provide
13 PLAINTIFF and the other AGGRIEVED EMPLOYEES suitable seating when the nature of these
14 employees' work reasonably permitted sitting.

15 32. DEFENDANT knew or should have known that PLAINTIFF and other AGGRIEVED
16 EMPLOYEES were entitled to suitable seating and/or were entitled to sit when it did not interfere with
17 the performance of their duties, and that DEFENDANT did not provide suitable seating and/or did not
18 allow them to sit when it did not interfere with the performance of their duties.

19 33. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
20 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-2001,
21 Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on behalf of PLAINTIFF
22 and other AGGRIEVED EMPLOYEES as provided herein. Providing suitable seating is the
23 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation to meet
24 this burden, DEFENDANT violated the California Labor Code and regulations promulgated thereunder
25 as herein alleged.

26 34. The employment of some AGGRIEVED EMPLOYEES has terminated and
27 DEFENDANT has not tendered payment of all wages owed as required by law. Additionally,
28 at all times during the term of PLAINTIFF's employment with DEFENDANT, AGGRIEVED

1 EMPLOYEES earned and accrued vested vacation and holiday time on the date of their
2 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
3 law. The amount of vacation pay PLAINTIFF and the other AGGRIEVED EMPLOYEES
4 earned and accumulated is evidenced by DEFENDANT's business records. Additionally,
5 DEFENDANT also underpaid accrued vested vacation wages to AGGRIEVED EMPLOYEES
6 by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay
7 that included all non-discretionary incentive compensation. Rather than pay vacation wages
8 at the regular rate of pay, DEFENDANT underpaid vacation wages to AGGRIEVED
9 EMPLOYEES at their base rates of pay, instead of including all of the AGGRIEVED
10 EMPLOYEES' non-discretionary incentive compensation into the vacation wage payment
11 calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the
12 rate at which PLAINTIFF and other AGGRIEVED EMPLOYEES would be paid vacation
13 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
14 practice, policy and procedure to deny paying AGGRIEVED EMPLOYEES all of their vested
15 vacation and holiday time, DEFENDANT failed to pay AGGRIEVED EMPLOYEES all vested
16 vacation time as wages due upon employment termination, in violation of the California Labor
17 Code, Sections 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting time
18 penalties to AGGRIEVED EMPLOYEES at their base rates of pay, instead of including all of
19 the AGGRIEVED EMPLOYEES' non-discretionary compensation into the waiting time
20 penalty calculations. This failure by DEFENDANT is believed to be the result of
21 DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation for earned,
22 accrued and vested vacation and holiday time, as well as the corresponding waiting time
23 penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and deceptive
24 practice to the detriment of AGGRIEVED EMPLOYEES. DEFENDANT's uniform practice
25 and policy of failing to pay AGGRIEVED EMPLOYEES for all vested vacation and holiday
26 time accumulated at employment termination violated and continues to violate Section 227.3
27 of the California Labor Code.

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1 in California, including any employees staffed with Testronic, Inc. and/or Giant Interactive
2 LLC by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
3 during the time period of December 5, 2023 until a date as determined by the Court (the "PAGA
4 PERIOD").

5 40. On December 5, 2024, PLAINTIFF gave written notice by electronic mail to the Labor
6 and Workforce Development Agency (the "Agency") and by certified mail to the employer of the
7 specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See*
8 **Exhibit #1**, attached hereto and incorporated by this reference herein (*PAGA Notice only without draft*
9 *complaint*). The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
10 expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative
11 civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect
12 to all AGGRIEVED EMPLOYEES as herein defined.

13 41. The policies, acts and practices heretofore described were and are an unlawful business
14 act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED
15 EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally
16 required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and
17 sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages
18 when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code
19 sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3,
20 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of
21 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,
22 Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and
23 thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery
24 of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
25 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the
26 AGGRIEVED EMPLOYEES.

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28 ¹As to the First Cause of Action alleging violations of the PAGA, Plaintiff specifically excludes
and/or does not allege any claims under California Labor Code §558(a)(3).

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1 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise
2 discriminating against PLAINTIFF, in whole or in part on the basis of PLAINTIFF's national
3 origin and religion in violation of Government Code Section 12940(a);

4 b. Harassing PLAINTIFF and/or creating a hostile work environment, in
5 whole or in part on the basis of PLAINTIFF's national origin and religion;

6 c. Failing to take all reasonable steps to prevent discrimination and
7 harassment based on national origin and religion in violation of Government Code section
8 12940(k);

9 d. Retaliating against PLAINTIFF for seeking to exercise rights guaranteed
10 under FEHA, participating in protected activities, and/or opposing DEFENDANT's failure to
11 provide such rights, in violation of Government Code Section 12940(h).

12 45. As a proximate result of DEFENDANT's willful, knowing, and intentional
13 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
14 substantial losses of earnings and other employment benefits.

15 46. As a proximate result of DEFENDANT's willful, knowing, and intentional
16 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
17 humiliation, emotional distress, and physical and mental pain and anguish, all to PLAINTIFF's
18 damage in a sum according to proof.

19 47. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
20 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
21 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

22 48. DEFENDANT's misconduct was committed intentionally, in a malicious,
23 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against
24 DEFENDANT.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. For the First Cause of Action on behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699;

2. For the Second Cause of Action on behalf of PLAINTIFF Individually:

A) For all special damages which were sustained as a result of DEFENDANT's conduct, including, but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFF would have received but for the retaliatory practices of DEFENDANT;

B) For all exemplary damages, according to proof, which were sustained as a result of DEFENDANT's conduct;

C) An award of interest, including prejudgment interest at the legal rate;

D) Such other and further relief as the Court deems just and equitable; and,

E) An award of penalties, attorneys' fees and cost of suit.

Dated: March 3, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw

Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: March 3, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

December 5, 2024

CA3343

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Giant Interactive LLC
Certified Mail #9589071052701502088173
Peter D Lepiscopo Esq.
23 CORPORATE PLAZA DRIVE
SUITE 150
NEWPORT BEACH, CA 92660

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Testronic, Inc. and/or Giant Interactive LLC in California, including any employees staffed with Testronic, Inc. and/or Giant Interactive LLC by a third party, and classified as non-exempt employees during the time period of December 5, 2023 until a date as determined by the Court. Our offices represent Plaintiff David Ettegui (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Testronic, Inc. and/or Giant Interactive LLC (“Defendant”). Plaintiff has been employed by Defendant in California since June 2022. Plaintiff is all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant

failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

December 5, 2024
CA3343

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	Testronic, Inc. Certified Mail #9589071052701502088180 ERICK LERMA 250 EAST OLIVE AVE., SUITE 300 BURBANK, CA 91502
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Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

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hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.