

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Victoria B. Rivapalacio (State Bar #275115)

victoria@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/22/2026 4:35 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Martinez, Deputy Clerk

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JEROME BONOAN, an individual, on
behalf of himself, and on behalf of all
persons similarly situated,

Plaintiff,

vs.

BLIZZARD ENTERTAINMENT,
INC., a Corporation; ACTIVISION
BLIZZARD, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. **25SMCV05555**

**FIRST AMENDED CLASS ACTION COMPLAINT
FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-203, 233, 246;
10. DISCRIMINATION AND RETALIATION VIOLATION OF FEHA;
11. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
12. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, et seq.]

DEMAND FOR A JURY TRIAL

1 Jerome Bonoan (“PLAINTIFF”), an individual, on behalf of himself and all other
2 similarly situated current and former employees allege on information and belief, except for his
3 own acts and knowledge which are based on personal knowledge, the following.

4
5 **THE PARTIES**

6 1. Blizzard Entertainment, Inc. is a corporation that at all relevant times mentioned
7 herein conducted and continues to conduct substantial business in California. Activision
8 Blizzard, Inc. is a corporation that at all relevant times mentioned herein conducted and
9 continues to conduct substantial business in California.

10 2. Blizzard Entertainment, Inc. and Activision Blizzard, Inc. were the joint
11 employers of PLAINTIFF as evidenced by paycheck, standardized company employment
12 handbooks, by standardized policies and procedures, by the company PLAINTIFF performed
13 work for respectively and by the California Secretary of State Business Information which
14 includes but is not limited the same mailing and business addresses and same agent for service
15 of process, and are therefore jointly responsible as employers for the conduct alleged herein, and
16 are therefore collectively referred to herein as (“DEFENDANT”). DEFENDANT is an
17 American video game developer and publisher based in California.

18 3. PLAINTIFF was employed by DEFENDANT in California from November of
19 2010 to February 13, 2025. PLAINTIFF was at all times classified by DEFENDANT as a
20 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
21 periods and payment of minimum and overtime wages due for all time worked.

22 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
23 defined as all individuals who are or previously were employed by Blizzard Entertainment, Inc.
24 and/or Activision Blizzard, Inc. in California, including any employees staffed with Blizzard
25 Entertainment, Inc. and/or Activision Blizzard, Inc. by a third party, and classified as
26 non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning
27 July 21, 2021 and ending on the date as determined by the Court (the “CALIFORNIA CLASS
28 PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS

1 Members is under five million dollars (\$5,000,000.00).

2 5. PLAINTIFF brings this Class Action on behalf of himself and a
3 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
4 losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's
5 policy and practice which failed to lawfully compensate these employees. DEFENDANT's
6 policy and practice alleged herein was an unlawful, unfair and deceptive business practice
7 whereby DEFENDANT retained and continues to retain wages due to PLAINTIFF and the
8 other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
9 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
10 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA
11 CLASS who have been economically injured by DEFENDANT's past and current unlawful
12 conduct, and all other appropriate legal and equitable relief.

13 6. The true names and capacities, whether individual, corporate, subsidiary,
14 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
15 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
16 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
17 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
18 they are ascertained. PLAINTIFF is informed and believe, and based upon that information
19 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
20 50, inclusive, are responsible in some manner for one or more of the events and happenings
21 that proximately caused the injuries and damages hereinafter alleged.

22 7. The agents, servants and/or employees of the Defendants and each of them
23 acting on behalf of the Defendants acted within the course and scope of his, her or its
24 authority as the agent, servant and/or employee of the Defendants, and personally
25 participated in the conduct alleged herein on behalf of the Defendants with respect to the
26 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
27 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
28

1 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
2 of the conduct of the Defendants' agents, servants and/or employees.

3 4 THE CONDUCT

5 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
6 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
7 worked, meaning the time during which an employee is subject to the control of an
8 employer, including all the time the employee is suffered or permitted to work.
9 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
10 paying them for all the time they are under DEFENDANT's control. Among other things,
11 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
12 be PLAINTIFF's off-duty meal break. PLAINTIFF were from time to time interrupted by
13 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
14 break. DEFENDANT, as a matter of established company policy and procedure,
15 administered a uniform practice of rounding the actual time worked and recorded by
16 PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT,
17 so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS
18 Members are paid less than they would have been paid had they been paid for actual
19 recorded time rather than "rounded" time. As a result, PLAINTIFF and other
20 CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and
21 off-duty meal breaks by working without their time being correctly recorded and without
22 compensation at the applicable rates. DEFENDANT's policy and practice not to pay
23 PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is evidenced
24 by DEFENDANT's business records.

25 9. State and federal law provides that employees must be paid overtime and meal
26 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
27 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
28 pay that is tied to specific elements of an employee's performance.

1 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
2 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
3 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
4 performance for DEFENDANT. The non-discretionary incentive program provided all
5 employees paid on an hourly basis with incentive compensation when the employees met the
6 various performance goals set by DEFENDANT. However, when calculating the regular
7 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
8 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
9 compensation as part of the employees' "regular rate of pay" for purposes of calculating
10 overtime pay and meal and rest break premium pay. Management and supervisors described
11 the incentive program to potential and new employees as part of the compensation package.
12 As a matter of law, the incentive compensation received by PLAINTIFF and other
13 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
14 to do so has resulted in a underpayment of overtime compensation and meal and rest break
15 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

16 11. As a result of their rigorous work schedules, PLAINTIFF and other
17 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
18 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
19 and other CALIFORNIA CLASS Members were required from time to time to perform
20 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
21 receiving a meal break. Further, DEFENDANT from time to time failed to provide
22 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
23 some workdays in which these employees were required by DEFENDANT to work ten (10)
24 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
25 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
26 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
27 without additional compensation and in accordance with DEFENDANT's corporate policy
28 and practice.

1 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
2 CALIFORNIA CLASS Members were also required from time to time to work in excess of
3 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
4 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
5 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
6 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
7 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
8 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
9 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
10 the applicable California Wage Order requires employers to provide employees with off-
11 duty rest periods, which the California Supreme Court defined as time during which an
12 employee is relieved from all work related duties and free from employer control. In so
13 doing, the Court held that the requirement under California law that employers authorize and
14 permit all employees to take rest period means that employers must relieve employees of all
15 duties and relinquish control over how employees spend their time which includes control
16 over the locations where employees may take their rest period. Employers cannot impose
17 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
18 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
19 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
20 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
21 premises during their rest period.

22 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
23 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
24 actual amount of time these employees worked. Pursuant to the Industrial Welfare
25 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
26 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
27 employee was subject to the control of an employer, including all the time the employee was
28 permitted or suffered to permit this work. DEFENDANT required these employees to work

1 off the clock without paying them for all the time they were under DEFENDANT's control.
2 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
3 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
4 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
5 working without their time being accurately recorded and without compensation at the
6 applicable minimum wage and overtime wage rates. To the extent that the time worked off
7 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
8 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
9 1197, and 1197.1.

10 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
11 other members of the CALIFORNIA CLASS with complete and accurate wage statements
12 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
13 Code § 226 provides that every employer shall furnish each of his or her employees with an
14 accurate itemized wage statement in writing showing, among other things, gross wages
15 earned and all applicable hourly rates in effect during the pay period and the corresponding
16 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
17 Members were paid on an hourly basis. As such, the wage statements should reflect all
18 applicable hourly rates during the pay period and the total hours worked, and the applicable
19 pay period in which the wages were earned pursuant to California Labor Code Section
20 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
21 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
22 wage statements failed to identify the accurate total hours worked each pay period. When
23 the hours shown on the wage statements were added up, they did not equal the actual total
24 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
25 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
26 itemized wage statement that lists all the requirements under California Labor Code 226. As
27 a result, DEFENDANT from time to time provided PLAINTIFF and the other members of
28 the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

1 15. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
2 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
4 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
5 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
6 Members at their base rates of pay.

7 16. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
8 employees be calculated by dividing the employee's total wages, not including overtime
9 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
10 days of employment.

11 17. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
12 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
13 earned non-discretionary incentive wages which increased their regular rate of pay.
14 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
15 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
16 pay, as required under Cal. Lab. Code Section 246.

17 18. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
18 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
19 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF are
20 informed and believe and based thereon allege that such failure to pay sick pay at regular
21 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
22 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
23 Sections 201-203.

24 19. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
25 to collect or receive from an employee any part of wages theretofore paid by said employer
26 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
27 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
28 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,

1 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
2 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
3 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
4 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
5 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

6 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
7 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
8 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
9 consequence of discharging their duties on behalf of DEFENDANT. Under California
10 Labor Code Section 2802, employers are required to indemnify employees for all expenses
11 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
12 states that "an employer shall indemnify his or her employee for all necessary expenditures
13 or losses incurred by the employee in direct consequence of the discharge of his or her
14 duties, or of his or her obedience to the directions of the employer, even though unlawful,
15 unless the employee, at the time of obeying the directions, believed them to be unlawful."

16 21. In the course of their employment PLAINTIFF and other CALIFORNIA
17 CLASS Members as a business expense, were required by DEFENDANT to use their own
18 personal cellular phones as a result of and in furtherance of their job duties as employees for
19 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
20 associated with the use of their personal cellular phones for DEFENDANT's benefit.
21 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
22 DEFENDANT to use their personal cellular phones. As a result, in the course of their
23 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
24 CLASS incurred unreimbursed business expenses which included, but were not limited to,
25 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
26 DEFENDANT.

27 22. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
28 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage

1 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
2 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-
3 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
4 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
5 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
6 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
7 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
8 business records. The amount in controversy for PLAINTIFF individually does not exceed
9 the sum or value of \$75,000.

10 **JURISDICTION AND VENUE**

11 23. This Court has jurisdiction over this Action pursuant to California Code of
12 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
13 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
14 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

15 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
17 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
18 facilities in this County and/or conducts substantial business in this County, and (ii)
19 committed the wrongful conduct herein alleged in this County against members of the
20 CALIFORNIA CLASS.

21 **THE CALIFORNIA CLASS**

22 25. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
23 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as
24 a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class,
25 defined as all individuals who are or previously were employed by Blizzard Entertainment,
26 Inc. and/or Activision Blizzard, Inc. in California, including any employees staffed with
27
28

1 Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. by a third party, and classified
2 as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
3 beginning July 21, 2021 and ending on the date as determined by the Court (the
4 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of
5 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

6 26. To the extent equitable tolling operates to toll claims by the CALIFORNIA
7 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
8 accordingly.

9 27. DEFENDANT, as a matter of company policy, practice and procedure, and in
10 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage
11 Order requirements, and the applicable provisions of California law, intentionally,
12 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
13 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
14 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
15 this work and permits or suffers to permit this work.

16 28. DEFENDANT has the legal burden to establish that each and every
17 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
18 required by California laws. The DEFENDANT, however, as a matter of policy and
19 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
20 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
21 Member is paid as required by law. This common business practice is applicable to each
22 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
23 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, (the
24 “UCL”) as causation, damages, and reliance are not elements of this claim.

25 29. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
26 CLASS Members is impracticable.

27 30. DEFENDANT violated the rights of the CALIFORNIA CLASS under
28 California law by:

- 1 (a) Committing an act of unfair competition in violation of Cal. Bus. &
2 Prof. Code §§ 17200, (the "UCL"), by unlawfully, unfairly and/or
3 deceptively having in place company policies, practices and procedures
4 that failed to record and pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS for all time worked, including minimum wages
6 owed and overtime wages owed for work performed by these
7 employees; and,
8 (b) Committing an act of unfair competition in violation of the UCL, by
9 failing to provide the PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with the legally required meal and rest periods.

11 31. This Class Action meets the statutory prerequisites for the maintenance of a
12 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 13 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
14 that the joinder of all such persons is impracticable and the disposition
15 of their claims as a class will benefit the parties and the Court;
16 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
17 issues that are raised in this Complaint are common to the
18 CALIFORNIA CLASS will apply to every member of the
19 CALIFORNIA CLASS;
20 (c) The claims of the representative PLAINTIFF are typical of the claims
21 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
22 the other members of the CALIFORNIA CLASS, were classified as
23 non-exempt employees paid on an hourly basis who were subjected to
24 the DEFENDANT's deceptive practice and policy which failed to
25 provide the legally required meal and rest periods to the CALIFORNIA
26 CLASS and thereby underpaid compensation to PLAINTIFF and
27 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
28 result of DEFENDANT's employment practices. PLAINTIFF and the

1 members of the CALIFORNIA CLASS were and are similarly or
2 identically harmed by the same unlawful, deceptive and unfair
3 misconduct engaged in by DEFENDANT; and,

- 4 (d) The representative PLAINTIFF will fairly and adequately represent and
5 protect the interest of the CALIFORNIA CLASS, and have retained
6 counsel who are competent and experienced in Class Action litigation.
7 There are no material conflicts between the claims of the representative
8 PLAINTIFF and the members of the CALIFORNIA CLASS that would
9 make class certification inappropriate. Counsel for the CALIFORNIA
10 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
11 Members.

12 32. In addition to meeting the statutory prerequisites to a Class Action, this action
13 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 14 (a) Without class certification and determination of declaratory, injunctive,
15 statutory and other legal questions within the class format, prosecution
16 of separate actions by individual members of the CALIFORNIA
17 CLASS will create the risk of:

- 18 1) Inconsistent or varying adjudications with respect to individual
19 members of the CALIFORNIA CLASS which would establish
20 incompatible standards of conduct for the parties opposing the
21 CALIFORNIA CLASS; and/or,
22 2) Adjudication with respect to individual members of the
23 CALIFORNIA CLASS which would as a practical matter be
24 dispositive of interests of the other members not party to the
25 adjudication or substantially impair or impede their ability to
26 protect their interests.

- 27 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
28 to act on grounds generally applicable to the CALIFORNIA CLASS,

1 making appropriate class-wide relief with respect to the CALIFORNIA
2 CLASS as a whole in that DEFENDANT failed to pay all wages due to
3 members of the CALIFORNIA CLASS as required by law;

4 1) With respect to the First Cause of Action, the final relief on
5 behalf of the CALIFORNIA CLASS sought does not relate
6 exclusively to restitution because through this claim
7 PLAINTIFF seek declaratory relief holding that the
8 DEFENDANT's policy and practices constitute unfair
9 competition, along with declaratory relief, injunctive relief, and
10 incidental equitable relief as may be necessary to prevent and
11 remedy the conduct declared to constitute unfair competition;

12 (c) Common questions of law and fact exist as to the members of the
13 CALIFORNIA CLASS, with respect to the practices and violations of
14 California law as listed above, and predominate over any question
15 affecting only individual CALIFORNIA CLASS Members, and a Class
16 Action is superior to other available methods for the fair and efficient
17 adjudication of the controversy, including consideration of:

- 18 1) The interests of the members of the CALIFORNIA CLASS in
19 individually controlling the prosecution or defense of separate
20 actions in that the substantial expense of individual actions will
21 be avoided to recover the relatively small amount of economic
22 losses sustained by the individual CALIFORNIA CLASS
23 Members when compared to the substantial expense and burden
24 of individual prosecution of this litigation;
- 25 2) Class certification will obviate the need for unduly duplicative
26 litigation that would create the risk of:
27
28

1 A. Inconsistent or varying adjudications with respect to
2 individual members of the CALIFORNIA CLASS, which
3 would establish incompatible standards of conduct for the
4 DEFENDANT; and/or,

5 B. Adjudications with respect to individual members of the
6 CALIFORNIA CLASS would as a practical matter be
7 dispositive of the interests of the other members not
8 parties to the adjudication or substantially impair or
9 impede their ability to protect their interests;

10 3) In the context of wage litigation because a substantial number of
11 individual CALIFORNIA CLASS Members will avoid asserting
12 their legal rights out of fear of retaliation by DEFENDANT,
13 which may adversely affect an individual's job with
14 DEFENDANT or with a subsequent employer, the Class Action
15 is the only means to assert their claims through a representative;
16 and,

17 4) A class action is superior to other available methods for the fair
18 and efficient adjudication of this litigation because class
19 treatment will obviate the need for unduly and unnecessary
20 duplicative litigation that is likely to result in the absence of
21 certification of this action pursuant to Cal. Code of Civ. Proc. §
22 382.

23 33. This Court should permit this action to be maintained as a Class Action
24 pursuant to Cal. Code of Civ. Proc. § 382 because:

25 (a) The questions of law and fact common to the CALIFORNIA CLASS
26 predominate over any question affecting only individual CALIFORNIA
27 CLASS Members because the DEFENDANT's employment practices
28 are applied with respect to the CALIFORNIA CLASS;

- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;
- (g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA CLASS as a whole;
- (h) The members of the CALIFORNIA CLASS are readily ascertainable from the business records of DEFENDANT; and,
- (i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and

1 hour related claims arising out of the conduct of DEFENDANT as to
2 the members of the CALIFORNIA CLASS.

3 34. DEFENDANT maintains records from which the Court can ascertain and
4 identify by job title each of DEFENDANT's employees who have been intentionally
5 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
6 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
7 similarly situated employees when they have been identified.

8
9 **THE CALIFORNIA LABOR SUB-CLASS**

10 35. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
11 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
12 of the CALIFORNIA CLASS who are or previously were employed by Blizzard
13 Entertainment, Inc. and/or Activision Blizzard, Inc. in California, including any employees
14 staffed with Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. by a third party,
15 and classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at
16 any time during the period beginning on July 21, 2021 and ending on the date as determined
17 by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code
18 of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA
19 LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

20 36. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
21 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
22 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
23 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
24 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
25 these employees, even though DEFENDANT enjoyed the benefit of this work, required
26 employees to perform this work and permitted or suffered to permit this work.
27 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
28 which these employees are entitled in order to unfairly cheat the competition and unlawfully

1 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
2 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
3 should be adjusted accordingly.

4 37. DEFENDANT maintains records from which the Court can ascertain and
5 identify by name and job title, each of DEFENDANT's employees who have been
6 intentionally subjected to DEFENDANT's company policy, practices and procedures as
7 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
8 additional job titles of similarly situated employees when they have been identified.

9 38. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
10 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

11 39. Common questions of law and fact exist as to members of the CALIFORNIA
12 LABOR SUB-CLASS, including, but not limited, to the following:

- 13 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
14 pay compensation due to members of the CALIFORNIA LABOR
15 SUB-CLASS for missed meal and rest breaks in violation of the
16 California Labor Code and California regulations and the applicable
17 California Wage Order;
- 18 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
19 members of the CALIFORNIA LABOR SUB-CLASS with accurate
20 itemized wage statements;
- 21 (c) Whether DEFENDANT has engaged in unfair competition by the
22 above-listed conduct;
- 23 (d) The proper measure of damages and penalties owed to the members of
24 the CALIFORNIA LABOR SUB-CLASS; and,
- 25 (e) Whether DEFENDANT's conduct was willful.

26 40. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
27 CLASS under California law by:
28

- 1 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
2 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
3 CLASS all wages due for overtime worked, for which DEFENDANT is
4 liable pursuant to Cal. Lab. Code § 1194;
- 5 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to
6 accurately pay PLAINTIFF and the members of the CALIFORNIA
7 LABOR SUB-CLASS the correct minimum wage pay for which
8 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 9 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
10 the members of the CALIFORNIA LABOR SUB-CLASS with an
11 accurate itemized statement in writing showing the corresponding
12 correct amount of wages earned by the employee;
- 13 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
14 PLAINTIFF and the other members of the CALIFORNIA LABOR
15 SUB-CLASS with all legally required off-duty, uninterrupted thirty
16 (30) minute meal breaks and the legally required off-duty rest breaks;
- 17 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
18 when an employee is discharged or quits from employment, the
19 employer must pay the employee all wages due without abatement, by
20 failing to tender full payment and/or restitution of wages owed or in the
21 manner required by California law to the members of the
22 CALIFORNIA LABOR SUB-CLASS who have terminated their
23 employment; and,
- 24 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
25 and the CALIFORNIA LABOR SUB-CLASS members with necessary
26 expenses incurred in the discharge of their job duties.

27 41. This Class Action meets the statutory prerequisites for the maintenance of a
28 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 1 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
2 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
3 CLASS Members is impracticable and the disposition of their claims as
4 a class will benefit the parties and the Court;
- 5 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
6 issues that are raised in this Complaint are common to the
7 CALIFORNIA LABOR SUB-CLASS and will apply to every member
8 of the CALIFORNIA LABOR SUB-CLASS;
- 9 (c) The claims of the representative PLAINTIFF are typical of the claims
10 of each member of the CALIFORNIA LABOR SUB-CLASS.
11 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
12 SUB-CLASS, were non-exempt employees paid on an hourly basis
13 who were subjected to the DEFENDANT's practice and policy which
14 failed to pay the correct amount of wages due to the CALIFORNIA
15 LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a
16 result of DEFENDANT's employment practices. PLAINTIFF and the
17 members of the CALIFORNIA LABOR SUB-CLASS were and are
18 similarly or identically harmed by the same unlawful, deceptive, and
19 unfair misconduct engaged in by DEFENDANT; and,
- 20 (d) The representative PLAINTIFF will fairly and adequately represent and
21 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
22 have retained counsel who are competent and experienced in Class
23 Action litigation. There are no material conflicts between the claims of
24 the representative PLAINTIFF and the members of the CALIFORNIA
25 LABOR SUB-CLASS that would make class certification
26 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
27 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
28 CLASS Members.

1 42. In addition to meeting the statutory prerequisites to a Class Action, this action
2 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

3 (a) Without class certification and determination of declaratory, injunctive,
4 statutory and other legal questions within the class format, prosecution
5 of separate actions by individual members of the CALIFORNIA
6 LABOR SUB-CLASS will create the risk of:

7 1) Inconsistent or varying adjudications with respect to individual
8 members of the CALIFORNIA LABOR SUB-CLASS which
9 would establish incompatible standards of conduct for the
10 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

11 2) Adjudication with respect to individual members of the
12 CALIFORNIA LABOR SUB-CLASS which would as a
13 practical matter be dispositive of interests of the other members
14 not party to the adjudication or substantially impair or impede
15 their ability to protect their interests.

16 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
17 acted or refused to act on grounds generally applicable to the
18 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
19 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
20 whole in that DEFENDANT fails to pay all wages due. Including the
21 correct wages for all time worked by the members of the
22 CALIFORNIA LABOR SUB-CLASS as required by law;

23 (c) Common questions of law and fact predominate as to the members of
24 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
25 and violations of California Law as listed above, and predominate over
26 any question affecting only individual CALIFORNIA LABOR SUB-
27 CLASS Members, and a Class Action is superior to other available
28

1 methods for the fair and efficient adjudication of the controversy,
2 including consideration of:

- 3 1) The interests of the members of the CALIFORNIA LABOR
4 SUB-CLASS in individually controlling the prosecution or
5 defense of separate actions in that the substantial expense of
6 individual actions will be avoided to recover the relatively small
7 amount of economic losses sustained by the individual
8 CALIFORNIA LABOR SUB-CLASS Members when compared
9 to the substantial expense and burden of individual prosecution
10 of this litigation;
- 11 2) Class certification will obviate the need for unduly duplicative
12 litigation that would create the risk of:
 - 13 A. Inconsistent or varying adjudications with respect to
14 individual members of the CALIFORNIA LABOR SUB-
15 CLASS, which would establish incompatible standards of
16 conduct for the DEFENDANT; and/or,
 - 17 B. Adjudications with respect to individual members of the
18 CALIFORNIA LABOR SUB-CLASS would as a
19 practical matter be dispositive of the interests of the other
20 members not parties to the adjudication or substantially
21 impair or impede their ability to protect their interests;
- 22 3) In the context of wage litigation because a substantial number of
23 individual CALIFORNIA LABOR SUB-CLASS Members will
24 avoid asserting their legal rights out of fear of retaliation by
25 DEFENDANT, which may adversely affect an individual's job
26 with DEFENDANT or with a subsequent employer, the Class
27 Action is the only means to assert their claims through a
28 representative; and,

1 4) A class action is superior to other available methods for the fair
2 and efficient adjudication of this litigation because class
3 treatment will obviate the need for unduly and unnecessary
4 duplicative litigation that is likely to result in the absence of
5 certification of this action pursuant to Cal. Code of Civ. Proc. §
6 382.

7 43. This Court should permit this action to be maintained as a Class Action
8 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 9 (a) The questions of law and fact common to the CALIFORNIA LABOR
10 SUB-CLASS predominate over any question affecting only individual
11 CALIFORNIA LABOR SUB-CLASS Members;
- 12 (b) A Class Action is superior to any other available method for the fair
13 and efficient adjudication of the claims of the members of the
14 CALIFORNIA LABOR SUB-CLASS because in the context of
15 employment litigation a substantial number of individual
16 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
17 their rights individually out of fear of retaliation or adverse impact on
18 their employment;
- 19 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
20 numerous that it is impractical to bring all members of the
21 CALIFORNIA LABOR SUB-CLASS before the Court;
- 22 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
23 Members, will not be able to obtain effective and economic legal
24 redress unless the action is maintained as a Class Action;
- 25 (e) There is a community of interest in obtaining appropriate legal and
26 equitable relief for the acts of unfair competition, statutory violations
27 and other improprieties, and in obtaining adequate compensation for the
28

1 damages and injuries which DEFENDANT's actions have inflicted
2 upon the CALIFORNIA LABOR SUB-CLASS;

3 (f) There is a community of interest in ensuring that the combined assets of
4 DEFENDANT are sufficient to adequately compensate the members of
5 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

6 (g) DEFENDANT has acted or refused to act on grounds generally
7 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
8 making final class-wide relief appropriate with respect to the
9 CALIFORNIA LABOR SUB-CLASS as a whole;

10 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
11 ascertainable from the business records of DEFENDANT. The
12 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
13 CLASS Members who worked for DEFENDANT in California at any
14 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

15 (i) Class treatment provides manageable judicial treatment calculated to
16 bring a efficient and rapid conclusion to all litigation of all wage and
17 hour related claims arising out of the conduct of DEFENDANT as to
18 the members of the CALIFORNIA LABOR SUB-CLASS.

19
20 **FIRST CAUSE OF ACTION**

21 **For Unlawful Business Practices**

22 **[Cal. Bus. And Prof. Code §§ 17200]**

23 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

24 44. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
25 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
26 this Complaint.

27 45. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof.
28 Code § 17021.

1 46. California Business & Professions Code §§ 17200, (the “UCL”) defines unfair
2 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
4 competition as follows:

5 Any person who engages, has engaged, or proposes to engage in unfair
6 competition may be enjoined in any court of competent jurisdiction. The court
7 may make such orders or judgments, including the appointment of a receiver,
8 as may be necessary to prevent the use or employment by any person of any
9 practice which constitutes unfair competition, as defined in this chapter, or as
10 may be necessary to restore to any person in interest any money or property,
11 real or personal, which may have been acquired by means of such unfair
12 competition.

13 Cal. Bus. & Prof. Code § 17203.

14 47. By the conduct alleged herein, DEFENDANT has engaged and continues to
15 engage in a business practice which violates California law, including but not limited to, the
16 applicable Industrial Wage Order(s), the California Code of Regulations and the California
17 Labor Code including Sections 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802
18 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for which
19 this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof.
20 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
21 unfair competition, including restitution of wages wrongfully withheld.

22 48. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
23 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
24 unscrupulous or substantially injurious to employees, and were without valid justification or
25 utility for which this Court should issue equitable and injunctive relief pursuant to Section
26 17203 of the California Business & Professions Code, including restitution of wages
27 wrongfully withheld.

28 49. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
fraudulent in that DEFENDANT’s policy and practice failed to provide the legally
mandated meal and rest periods, the required amount of compensation for missed meal and
rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed

1 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
2 Standards Act overtime wages due for overtime worked as a result of failing to include non-
3 discretionary incentive compensation into their regular rates of pay for purposes of
4 computing the proper overtime pay due to a business practice that cannot be justified,
5 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
6 in violation of Cal. Bus. Code §§ 17200, and for which this Court should issue injunctive
7 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of
8 wages wrongfully withheld.

9 50. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
10 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
11 the other members of the CALIFORNIA CLASS to be underpaid during their employment
12 with DEFENDANT.

13 51. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
14 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
15 provide all legally required meal breaks to PLAINTIFF and the other members of the
16 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

17 52. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
18 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
19 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
20 pay for each workday in which a second off-duty meal period was not timely provided for
21 each ten (10) hours of work.

22 53. PLAINTIFF further demands on behalf of himself and each member of the
23 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
24 duty paid rest period was not timely provided as required by law.

25 54. By and through the unlawful and unfair business practices described herein,
26 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
27 the other members of the CALIFORNIA CLASS, including earned wages for all time
28 worked, and has deprived them of valuable rights and benefits guaranteed by law and

1 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
2 allow DEFENDANT to unfairly compete against competitors who comply with the law.

3 55. All the acts described herein as violations of, among other things, the
4 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
5 California Labor Code, were unlawful and in violation of public policy, were immoral,
6 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
7 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200.

8 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
9 to, and do, seek such relief as may be necessary to restore to them the money and property
10 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
11 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
12 unfair business practices, including earned but unpaid wages for all time worked.

13 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
14 entitled to, and do, seek a declaration that the described business practices are unlawful,
15 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
16 from engaging in any unlawful and unfair business practices in the future.

17 58. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
18 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
19 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
20 unabated. As a result of the unlawful and unfair business practices described herein,
21 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
22 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
23 from continuing to engage in these unlawful and unfair business practices.

24 ///

25 ///

26 ///

27 **SECOND CAUSE OF ACTION**

28 **For Failure To Pay Minimum Wages**

1 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

2 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

3 **and Against All Defendants)**

4 59. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
5 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
6 paragraphs of this Complaint.

7 60. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
8 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
9 California Labor Code and the Industrial Welfare Commission requirements for
10 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and
11 CALIFORNIA CLASS Members.

12 61. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
13 the commission is the minimum wage to be paid to employees, and the payment of a less
14 wage than the minimum so fixed is unlawful.

15 62. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
16 wages, including minimum wage compensation and interest thereon, together with the costs
17 of suit.

18 63. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
19 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
20 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
21 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
22 other members of the CALIFORNIA LABOR SUB-CLASS.

23 64. DEFENDANT's unlawful wage and hour practices manifested, without
24 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
25 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
26 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
27 wage pay.

1 65. In committing these violations of the California Labor Code, DEFENDANT
2 inaccurately calculated the correct time worked and consequently underpaid the actual time
3 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
4 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
5 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
6 requirements and other applicable laws and regulations.

7 66. As a direct result of DEFENDANT's unlawful wage practices as alleged
8 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
9 not receive the correct minimum wage compensation for their time worked for
10 DEFENDANT.

11 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
12 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
13 Members to work without paying them for all the time they were under DEFENDANT's
14 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
15 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
16 that they were entitled to, constituting a failure to pay all earned wages.

17 68. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
18 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
19 CLASS for the true time they worked, PLAINTIFF and the other members of the
20 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
21 injury in amounts which are presently unknown to them and which will be ascertained
22 according to proof at trial.

23 69. DEFENDANT knew or should have known that PLAINTIFF and the other
24 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
25 time worked. DEFENDANT elected, either through intentional malfeasance or gross
26 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
27 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
28

1 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
2 wages for their time worked.

3 70. In performing the acts and practices herein alleged in violation of California
4 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
5 CLASS for all time worked and provide them with the requisite compensation,
6 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
7 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
8 with a conscious and utter disregard for their legal rights, or the consequences to them, and
9 with the despicable intent of depriving them of their property and legal rights, and otherwise
10 causing them injury in order to increase company profits at the expense of these employees.

11 71. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
12 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
13 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
14 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
15 extent minimum wage compensation is determined to be owed to the CALIFORNIA
16 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
17 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
18 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
19 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
20 conduct as alleged herein was willful, intentional and not in good faith. Further,
21 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
22 and recover statutory costs.

23 ///

24 ///

25 ///

26 ///

27 ///

1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code § 510]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 72. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
8 paragraphs of this Complaint.

9 73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
11 California Labor Code and the Industrial Welfare Commission requirements for
12 DEFENDANT's failure to pay these employees for all overtime worked, including, work
13 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
14 and/or forty (40) hours in any workweek.

15 74. Cal. Lab. Code § 510 further provides that employees in California shall not
16 be employed more than eight (8) hours per workday and more than forty (40) hours per
17 workweek unless they receive additional compensation beyond their regular wages in
18 amounts specified by law.

19 75. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
20 wages, including minimum wage and overtime compensation and interest thereon, together
21 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
22 employee for longer hours than those fixed by the Industrial Welfare Commission is
23 unlawful.

24 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
25 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
26 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
27 including overtime work.
28

1 77. DEFENDANT's unlawful wage and hour practices manifested, without
2 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
3 implementing a policy and practice that failed to accurately record overtime worked by
4 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
5 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
6 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
7 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
8 workweek.

9 78. In committing these violations of the California Labor Code, DEFENDANT
10 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
11 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
12 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
13 violation of the California Labor Code, the Industrial Welfare Commission requirements and
14 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
15 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA
16 LABOR SUB-CLASS did not receive full compensation for overtime worked.

17 79. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
18 from the overtime requirements of the law. None of these exemptions are applicable to the
19 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
20 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
21 subject to a valid collective bargaining agreement that would preclude the causes of action
22 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
23 himself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
24 of non-negotiable, non-waiveable rights provided by the State of California.

25 80. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
26 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
27 overtime worked that they are entitled to, constituting a failure to pay all earned wages.
28

1 81. DEFENDANT failed to accurately pay the PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
3 worked which was in excess of the maximum hours permissible by law as required by Cal.
4 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
5 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
6 as to which DEFENDANT failed to accurately record and pay as evidenced by
7 DEFENDANT's business records and witnessed by employees.

8 82. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
9 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
11 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
12 injury in amounts which are presently unknown to them and which will be ascertained
13 according to proof at trial.

14 83. DEFENDANT knew or should have known that PLAINTIFF and the other
15 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
16 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
17 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
18 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
19 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

20 84. In performing the acts and practices herein alleged in violation of California
21 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
22 CLASS for all overtime worked and provide them with the requisite overtime compensation,
23 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
24 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
25 with a conscious of and utter disregard for their legal rights, or the consequences to them,
26 and with the despicable intent of depriving them of their property and legal rights, and
27 otherwise causing them injury in order to increase company profits at the expense of these
28 employees.

85. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

86. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

87. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members

1 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
2 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
3 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
4 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
5 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
6 second off-duty meal period in some workdays in which these employees were required by
7 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
8 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
9 breaks without additional compensation and in accordance with DEFENDANT's strict
10 corporate policy and practice.

11 88. DEFENDANT further violates California Labor Code §§ 226.7 and the
12 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
13 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
14 the applicable Wage Order, one additional hour of compensation at each employee's regular
15 rate of pay for each workday that a meal period was not provided.

16 89. As a proximate result of the aforementioned violations, PLAINTIFF and
17 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
18 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
19 suit.

20
21 **FIFTH CAUSE OF ACTION**

22 **For Failure to Provide Required Rest Periods**

23 **[Cal. Lab. Code §§ 226.7 & 512]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
25 **Defendants)**

26 90. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
27 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
28 paragraphs of this Complaint.

91. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.

PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

92. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

93. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

94. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1 95. Cal. Labor Code § 226 provides that an employer must furnish employees
2 with
3 an “accurate itemized” statement in writing showing:

- 4 (1) gross wages earned,
5 (2) total hours worked by the employee, except for any employee whose
6 compensation is solely based on a salary and who is exempt from payment of
7 overtime under subdivision (a) of Section 515 or any applicable order of the
8 Industrial Welfare Commission,
9 (3) the number of piece-rate units earned and any applicable piece rate if the employee
10 is paid on a piece-rate basis,
11 (4) all deductions, provided that all deductions made on written orders of the
12 employee may be aggregated and shown as one item,
13 (5) net wages earned,
14 (6) the inclusive dates of the period for which the employee is paid,
15 (7) the name of the employee and his or her social security number, except that by
16 January 1, 2008, only the last four digits of his or her social security number or an
17 employee identification number other than a social security number may be shown on
18 the itemized statement,
19 (8) the name and address of the legal entity that is the employer, and
20 (9) all applicable hourly rates in effect during the pay period and the corresponding
21 number of hours worked at each hourly rate by the employee.

22 96. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
23 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
24 wage statements which failed to show, among other things, the correct gross and net wages
25 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
26 employees with an accurate itemized wage statement in writing showing, among other
27 things, gross wages earned and all applicable hourly rates in effect during the pay period and
28 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
CALIFORNIA LABOR SUB-CLASS Members 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 other CALIFORNIA LABOR SUB-CLASS Members failed to identify
such information. More specifically, the wage statements failed to identify the accurate total
hours worked each pay period. When the hours shown on the wage statements were added
up, they did not equal the actual total hours worked during the pay period in violation of

1 Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
2 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
3 requirements under California Labor Code 226. As a result, DEFENDANT from time to
4 time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS with wage statements which violated Cal. Lab. Code § 226.

6 97. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
7 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
8 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
9 expended calculating the correct wages for all missed meal and rest breaks and the amount
10 of employment taxes which were not properly paid to state and federal tax authorities.
11 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
12 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
13 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
14 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
15 226, in an amount according to proof at the time of trial (but in no event more than four
16 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
17 CALIFORNIA LABOR SUB-CLASS herein).

18 19 **SEVENTH CAUSE OF ACTION**

20 **For Failure to Reimburse Employees for Required Expenses**

21 **[Cal. Lab. Code § 2802]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
23 **Defendants)**

24 98. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
25 reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 99. Cal. Lab. Code § 2802 provides, in relevant part, that:
28

1 An employer shall indemnify his or her employee for all necessary
2 expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties, or of his or her obedience to the directions of the
4 employer, even though unlawful, unless the employee, at the time of obeying
5 the directions, believed them to be unlawful.

6 100. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
7 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
8 CLASS members for required expenses incurred in the discharge of their job duties for
9 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
10 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
11 limited to, costs related to using their personal cellular phones on behalf of and for the
12 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
13 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
14 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
15 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
16 CLASS members for expenses resulting from using their personal cellular phones and home
17 offices for DEFENDANT within the course and scope of their employment for
18 DEFENDANT. These expenses were necessary to complete their principal job duties.
19 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
20 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
21 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
22 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
23 these expenses as an employer is required to do under the laws and regulations of California.

24 101. PLAINTIFF therefore demands reimbursement for expenditures or losses
25 incurred by himself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
26 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
27 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

28 ///

///

///

1 ///

2 **EIGHTH CAUSE OF ACTION**

3 **For Failure to Pay Wages When Due**

4 **[Cal. Lab. Code §§ 201, 202, 203]**

5 **(By PLAINTIFF, and the CALIFORNIA LABOR SUB-CLASS**

6 **and Against All Defendants)**

7 102. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
8 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
9 paragraphs of this Complaint.

10 1. Cal. Lab. Code § 200 provides, in relevant part, that:

11 As used in this article:

12 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
standard of time, task, piece, Commission basis, or other method of calculation.

13 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
14 agreement if the labor to be paid for is performed personally by the person
demanding payment.

15 103. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
16 discharges an employee, the wages earned and unpaid at the time of discharge are due and
17 payable immediately."

18 104. Cal. Lab. Code § 202 provides, in relevant part, that:

19 If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
20 later than 72 hours thereafter, unless the employee has given 72 hours
previous notice of his or her intention to quit, in which case the employee
21 is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-
22 hour notice shall be entitled to receive payment by mail if he or she so
requests and designates a mailing address. The date of the mailing shall
23 constitute the date of payment for purposes of the requirement to provide
payment within 72 hours of the notice of quitting.

24 105. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
25 SUB-CLASS Members' employment contract.

26 106. Cal. Lab. Code § 203 provides, in relevant part, that:

27 If an employer willfully fails to pay, without abatement or reduction, in
28 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an

1 employee who is discharged or who quits, the wages of the employee shall
2 continue as a penalty from the due date thereof at the same rate until paid
3 or until an action therefor is commenced; but the wages shall not continue
4 for more than 30 days.

5 107. The employment of PLAINTIFF, and many CALIFORNIA LABOR
6 SUB-CLASS Members has terminated and DEFENDANT has not tendered payment of all
7 wages owed as required by law. Additionally, at all times during the term of PLAINTIFF's
8 employment with DEFENDANT, PLAINTIFF, and CALIFORNIA LABOR SUB-CLASS
9 Members earned and accrued vested vacation and holiday time on the date of their
10 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
11 law. The amount of vacation pay PLAINTIFF, and the other CALIFORNIA LABOR
12 SUB-CLASS Members earned and accumulated is evidenced by DEFENDANT's business
13 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
14 PLAINTIFF, and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
15 such wages at the regular rate of pay and more specifically the final rate of pay that included
16 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
17 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other
18 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
19 including all of PLAINTIFF's, and CALIFORNIA LABOR SUB-CLASS Members'
20 non-discretionary incentive compensation into the vacation wage payment calculations.
21 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
22 PLAINTIFF, and other CALIFORNIA LABOR CLASS Members would be paid vacation
23 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
24 practice, policy and procedure to deny paying PLAINTIFF, and the other members of the
25 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
26 DEFENDANT failed to pay PLAINTIFF, and the members of the CALIFORNIA LABOR
27 SUB-CLASS all vested vacation time as wages due upon employment termination, in
28 violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
DEFENDANT underpaid waiting time penalties to PLAINTIFF, and other CALIFORNIA

1 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
2 PLAINTIFF's, and the CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
3 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
4 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
5 provide compensation for earned, accrued and vested vacation and holiday time, as well as
6 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
7 unlawful, unfair and deceptive practice to the detriment of PLAINTIFF, and the members of
8 the CALIFORNIA LABOR SUB-CLASS. DEFENDANT's uniform practice and policy of
9 failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday time
10 accumulated at employment termination violated and continues to violate Section 227.3 of
11 the California Labor Code.

12 108. Therefore, as provided by Cal Lab. Code § 203, on behalf of PLAINTIFF and
13 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
14 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
15 of pay as penalty for not paying all wages due at time of termination for all employees who
16 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
17 demand an accounting and payment of all wages due, plus interest and statutory costs as
18 allowed by law.

19
20 **NINTH CAUSE OF ACTION**

21 **For Failure to Pay Sick Pay Wages**

22 **[Cal. Lab. Code §§ 201-203, 233, 246]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
24 **and Against All Defendants)**

25 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
26 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
27 paragraphs of this Complaint.

28 110. Cal Lab. Code § 233 provides that an employer must permit an employee to

1 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
2 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
3 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
4 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
5 right to sick pay wages, which an employer must calculate and compensate based on one of
6 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
7 same manner as the regular rate of pay for the workweek in which the employee uses paid
8 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
9 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
10 total wages, not including overtime premium pay, by the employee's total hours worked in
11 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
12 233, employees may sue to recover underpaid sick pay wages as damages.

13 111. As a matter of policy and practice, DEFENDANT pays sick pay wages to
14 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
15 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
16 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
17 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
18 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
19 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
20 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
21 employee's total wages, not including overtime premium pay, by the employee's total hours
22 worked in the full pay periods of the prior 90 days of employment. As a result,
23 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
24 CALIFORNIA LABOR-SUB-CLASS.

25 112. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick
26 leave, vested sick pay wages are due and to be paid no later than the payday for the next
27 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab.
28 Code § 201 provides that if an employer discharges an employee, wages earned and unpaid

1 at the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides
2 that an employee is entitled to receive all unpaid wages no later than 72 hours after an
3 employee quits his or her employment, unless the employee has given 72-hour notice of his
4 or her intention to quit, in which case the employee is entitled to his or her wages at the time
5 of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code §
6 203 provides that if an employer willfully fails to pay wages owed in accordance with Cal.
7 Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the
8 due date, and at the same rate until paid, but the wages shall not continue for more than
9 thirty (30) days. Under Cal. Lab. Code §§ 203 and 218, employees may sue to recover
10 applicable penalties.

11 113. As alleged herein and as a matter of policy and practice, DEFENDANT
12 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
13 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
14 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246,
15 among other Labor Code provisions. PLAINTIFF are informed and believe that
16 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
17 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
18 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
19 include those benefits to which an employee is entitled as a part of his or her compensation,
20 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth*
21 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
22 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
23 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
24 penalties.

25 114. Such a pattern, practice, and uniform administration of corporate policy is
26 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
27 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
28 attorney's fees, and costs of suit.

1 **TENTH CAUSE OF ACTION**

2 **[Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the**
3 **FEHA, Participating in Protected Activities, and/or Opposing DEFENDANT's Failure**
4 **to Provide Such Rights]**

5 **Violation of FEHA Government Section 12900, *et. seq.***

6 **(By PLAINTIFF Against All Defendants)**

7 115. PLAINTIFF realleges and incorporates by reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 116. Throughout 2024 and early 2025, PLAINTIFF experienced health issues
10 related to his sleep apnea diagnosis. PLAINTIFF, who had been working fully remote for
11 DEFENDANT, was asked by DEFENDANT to start working a hybrid work schedule and to
12 start coming into DEFENDANT's Irvine office location, even though DEFENDANT knew
13 PLAINTIFF resided and worked for DEFENDANT in Alameda County over the past few
14 years. In addition to the long commute by plane he would have to endure, there had been
15 several outbreaks of COVID-19 at DEFENDANT's Irvine office, and PLAINTIFF had
16 already been previously affected by COVID-19 and his current health condition made
17 PLAINTIFF vulnerable to sicknesses such as COVID-19. As a result of the above,
18 PLAINTIFF requested accommodation from DEFENDANT to stay working remote and/or
19 to be assigned to a closer office than DEFENDANT's Irvine location in Orange County.
20 DEFENDANT rejected PLAINTIFF's accommodation requests, even though PLAINTIFF
21 was already working remote for years and had been employed with DEFENDANT since
22 2010 and possessed a stellar employment record with DEFENDANT. PLAINTIFF again
23 requested and reported these issues in writing in January of 2025 to his managers and
24 DEFENDANT's human resources employees including, but not limited to, Alyssa Mendoza,
25 Thanh-Nha Brigle, Bryce Sturrock and Waqas Afzal. Subsequent to requesting the
26 accommodations and reporting the above issues, DEFENDANT retaliated against
27 PLAINTIFF and terminated his employment on February 13, 2025. PLAINTIFF was
28 retaliated and discriminated against due to his medical condition and the fact he requested

1 workplace accommodations as described above. As a result of PLAINTIFF's good faith
2 complaints and requests for accommodations, DEFENDANT fabricated performance and
3 conduct issues about PLAINTIFF, denied PLAINTIFF employment opportunities,
4 privileges, and wages under the Labor Code, and PLAINTIFF was plagued with ongoing
5 work pressures, obligations, and mistreatment by his supervisors as a result of PLAINTIFF's
6 willingness to raise formal complaints described herein and ultimately DEFENDANT
7 wrongfully terminated PLAINTIFF's employment on February 13, 2025. Prior to filing this
8 action PLAINTIFF exhausted his administrative remedies by filing a timely administrative
9 complaint with the Department of Fair Employment and Housing ("DFEH") and received a
10 DFEH Right to Sue letter on July 7, 2025.

11 117. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
12 Section 12900, and DEFENDANT committed unlawful employment practices, including the
13 following bases for liability:

14 a. Taking adverse employment actions against PLAINTIFF, including
15 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
16 otherwise discriminating against PLAINTIFF, in whole or in part on the basis of
17 PLAINTIFF's good faith reporting of illegal activity/medical condition and/or requesting
18 workplace accommodations in violation of Government Code Section 12940(a);

19 b. Harassing PLAINTIFF and/or creating a hostile work environment, in
20 whole or in part on the basis of PLAINTIFF's medical condition and/or requesting
21 workplace accommodations;

22 c. Failing to take all reasonable steps to prevent discrimination and
23 harassment based on medical condition and/or requesting workplace accommodations in
24 violation of Government Code section 12940(k);

25 d. Retaliating against PLAINTIFF for seeking to exercise rights
26 guaranteed under FEHA, participating in protected activities, and/or opposing
27 DEFENDANT's failure to provide such rights, in violation of Government Code Section
28 12940(h).

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

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

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

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

ELEVENTH CAUSE OF ACTION

For Wrongful Termination in Violation of Public Policy

(By PLAINTIFF Against All Defendants)

122. PLAINTIFF realleges and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

123. Throughout 2024 and early 2025, PLAINTIFF experienced health issues related to his sleep apnea diagnosis. PLAINTIFF, who had been working fully remote for DEFENDANT, was asked by DEFENDANT to start working a hybrid work schedule and to start coming into DEFENDANT's Irvine office location, even though DEFENDANT knew PLAINTIFF resided and worked for DEFENDANT in Alameda County over the past few years. In addition to the long commute by plane he would have to endure, there had been several outbreaks of COVID-19 at DEFENDANT's Irvine office, and PLAINTIFF had already been previously affected by COVID-19 and his current health condition made

1 PLAINTIFF vulnerable to sicknesses such as COVID-19. As a result of the above,
2 PLAINTIFF requested accommodation from DEFENDANT to stay working remote and/or
3 to be assigned to a closer office than DEFENDANT's Irvine location in Orange County.
4 DEFENDANT rejected PLAINTIFF's accommodation requests, even though PLAINTIFF
5 was already working remote for years and had been employed with DEFENDANT since
6 2010 and possessed a stellar employment record with DEFENDANT. PLAINTIFF again
7 requested and reported these issues in writing in January of 2025 to his managers and
8 DEFENDANT's human resources employees including, but not limited to, Alyssa Mendoza,
9 Thanh-Nha Brigle, Bryce Sturrock and Waqas Afzal. Subsequent to requesting the
10 accommodations and reporting the above issues, DEFENDANT retaliated against
11 PLAINTIFF and terminated his employment on February 13, 2025. PLAINTIFF was
12 retaliated and discriminated against due to his medical condition and the fact he requested
13 workplace accommodations as described above. As a result of PLAINTIFF's good faith
14 complaints and requests for accommodations, DEFENDANT fabricated performance and
15 conduct issues about PLAINTIFF, denied PLAINTIFF employment opportunities,
16 privileges, and wages under the Labor Code, and PLAINTIFF was plagued with ongoing
17 work pressures, obligations, and mistreatment by his supervisors as a result of PLAINTIFF's
18 willingness to raise formal complaints described herein and ultimately DEFENDANT
19 wrongfully terminated PLAINTIFF's employment on February 13, 2025.

20
21 124. Within the State of California there exists a substantial and fundamental public
22 policy, set forth in the California Government Code §12900, which forbids harassment and
23 retaliation for medical condition and/or requesting workplace accommodations for
24 disabilities/medical conditions. Unlawful harassment includes the right to be free from
25 unwanted, offensive harassment, and the right to protest such conduct without fear of
26 retaliation or further harm. This public policy of the state is one that benefits the public at
27 large and guarantees the rights of an employee to perform their work free from national
28 origin and gender harassment, discrimination and retaliation.

1 125. The motivating reason(s) for PLAINTIFF's termination were retaliation for
2 his medical condition and the fact he requested workplace accommodations as described
3 above and PLAINTIFF's protests and/or resistance thereof. PLAINTIFF's discharge from
4 PLAINTIFF's position of employment was in violation of the public policies of the State of
5 California.

6 126. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial
7 losses in earnings and employment benefits and emotional distress in an amount to be
8 determined according to proof at trial.

9 127. In doing the acts herein alleged, DEFENDANT acted with malice and
10 oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is
11 entitled to exemplary and punitive damages from DEFENDANT in an amount to be
12 determined to punish DEFENDANT and to deter such wrongful conduct in the future.

13
14 **TWELFTH CAUSE OF ACTION**

15 **For Violation of the Private Attorneys General Act**

16 **[Cal. Lab. Code §§ 2698]**

17 **(By PLAINTIFF and Against All Defendants)**

18 128. PLAINTIFF realleges and incorporates by this reference, as though fully set
19 forth herein, the prior paragraphs of this Complaint.

20 129. PAGA is a mechanism by which the State of California itself can enforce state
21 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
22 the state's labor law enforcement agencies. An action to recover civil penalties under
23 PAGA is fundamentally a law enforcement action designed to protect the public and not to
24 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
25 but to create a means of "deputizing" citizens as private attorneys general to enforce the
26 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
27 public interest to allow aggrieved employees, acting as private attorneys general to recover
28

1 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
2 claims cannot be subject to arbitration.

3 130. PLAINTIFF, and such persons that may be added from time to time who
4 satisfy the requirements and exhaust the administrative procedures under the Private
5 Attorney General Act, brings this Representative Action on behalf of the State of California
6 with respect to all individuals who are or previously were employed by DEFENDANT in
7 California, including any employees staffed with DEFENDANT by a third party, and
8 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
9 period of July 30, 2024 until a date as determined by the Court (the "PAGA PERIOD").

10 131. On July 30, 2025, PLAINTIFF gave written notice by electronic mail to the
11 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
12 employer of the specific provisions of this code alleged to have been violated as required by
13 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
14 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
15 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
16 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
17 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

18 132. The policies, acts and practices heretofore described were and are an unlawful
19 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
20 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
21 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
22 (d) failed to pay overtime wages and sick pay wages, and (e) failed to provide wages when
23 due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202,
24 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1198, California Code of
25 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
26
27
28

1 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
2 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
3 Attorney General Act of 2004 as the representative of the State of California for the illegal
4 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.
5

6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFF pray for judgment against each Defendant, jointly and
8 severally, as follows:
9

10 1. On behalf of the CALIFORNIA CLASS:

- 11 A) That the Court certify the First Cause of Action asserted by the
12 CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ.
13 Proc. § 382;
14 B) An order temporarily, preliminarily and permanently enjoining and
15 restraining DEFENDANT from engaging in similar unlawful conduct as
16 set forth herein;
17 C) An order requiring DEFENDANT to pay all wages and all sums
18 unlawfully withheld from compensation due to PLAINTIFF and the other
19 members of the CALIFORNIA CLASS; and,
20 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a
21 fluid fund for restitution of the sums incidental to DEFENDANT's
22 violations due to PLAINTIFF and to the other members of the
23 CALIFORNIA CLASS.

24 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 25 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh,
26 Eighth, and Ninth Causes of Action asserted by the CALIFORNIA

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

- B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime compensation due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;
- D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;
- F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit.; and,
- G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On behalf of the Tenth and Eleventh Causes of Action:

- A) For all special damages which were sustained as a result of DEFENDANT's conduct, including, but not limited to, back pay, front

1 pay, lost compensation and job benefits that PLAINTIFF would have
2 received but for the retaliatory practices of DEFENDANT; and,

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

5 3. On behalf of the State of California and with respect to all AGGRIEVED
6 EMPLOYEES:

7 A) Recovery of civil penalties as prescribed by the Labor Code Private
8 Attorneys General Act of 2004.

9 4. On all claims:

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

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

12 C) An award of penalties, attorneys' fees and cost of suit, as allowable under
13 the law, including, but not limited to, pursuant to Labor Code §221, §226,
14 §1194, and/or §2802.
15

16 Dated: September 22, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
17 LLP

18
19 By: /s/ Nicholas J. De Blouw

20 Norman B. Blumenthal
21 Nicholas J. De Blouw

22 *Attorneys for Plaintiff*
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Dated: September 22, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT - 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

July 30, 2025
CA3674

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Activision Blizzard, Inc.
Online Filing Certified Mail #9589071052702856168399
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Jerome Bonoan ("Plaintiff") and all other Aggrieved Employees of Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. in California, including any employees staffed with Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. by a third party, and classified as non-exempt employees during the time period of July 30, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2010 to February 13, 2025.

Plaintiff was 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. 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 as described further below.

Specifically, Plaintiff was employed by Defendant as a Senior Test Analyst I. Plaintiff's job duties included, but were not limited to, creating and implementing test plans, test cases and ensuring fixes were implemented on Defendant's games. Plaintiff would

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

document and track issues found during testing and work closely with developers and designers to ensure the quality of Defendant's products.

Defendant paid Plaintiff and other Aggrieved Employees non-discretionary incentive wages during the PAGA Period in which Defendant failed to correctly include these wages into Plaintiff's regular rate for the purposes of calculating the correct overtime, sick, and vacation pay rates. As a result, Defendant violated California Labor Code Sections 227.3, 246 & 510. For example, during the PAGA Period, Defendant paid Plaintiff non-discretionary incentive wages for crisis coverage when responding to urgent work tasks (Pay code "BPS"). Defendant also paid Plaintiff non-discretionary "Gift" and "OTA" wages in the PAGA Period. These non-discretionary incentive wages were also paid in the same pay periods as overtime, sick, and vacation pay wages but Defendant failed to include these wages into Plaintiff's regular rate and as a result underpaid Plaintiff his wages during the PAGA Period. For example, Plaintiff was paid the "BTA" and "OTA" wages on 9/13/2024 and Plaintiff also was paid vacation pay during the same pay period. Plaintiff's regular hourly rate was 37.57 during this pay period and Defendant paid Plaintiff his vacation pay wages at exactly \$37.57 because Defendant failed to include the non-discretionary incentive wages into Plaintiff's vacation pay rates in violation of Cal. Lb. Code Section 227.3.

From time to time during the PAGA Period, Plaintiff was unable to take a meal period prior to his fifth (5th) hour of work and also was not afforded all his timely legally required off duty rest periods as a result of the work flow assigned to him by Defendant. There were times Plaintiff would be interrupted during his meal and rest breaks for urgent work tasks. The pays tabs reveal that Defendant failed to pay a single meal or rest break to Plaintiff during the PAGA Period in violation of Cal. Labor Codes Section 226.7 , 512 & 1198.

Further, pursuant to Labor Code § 204 and § 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees with their overtime, sick pay, vacation and meal and rest break wages as described above.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). 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 proper overtime/sick pay/vacation wages earned. Defendant failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as Plaintiff when he left employment with Defendant on February 13,

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

2025). Additionally, Plaintiff was paid Restricted Stock Units (“RSUs”) during his employment with Defendant. RSUs are a form of employee compensation in an award of stock shares when Plaintiff and other Aggrieved Employees met certain conditions. Plaintiff met the conditions needed to earn the RSUs and Defendant paid Plaintiff the RSUs, but Defendant failed to include the RSU wages into Plaintiff’s regular rate and as result underpaid Plaintiff for his overtime, sick pay, and vacation pay wages. As such, Defendant also failed to pay the waiting time penalties owed to Plaintiff as a result of the wages he was owed and not paid when Defendant terminated his employment.

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

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

July 30, 2025

CA3674

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Blizzard Entertainment, Inc.
Certified Mail #9589071052702856168382
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Jerome Bonoan ("Plaintiff") and all other Aggrieved Employees of Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. in California, including any employees staffed with Blizzard Entertainment, Inc. and/or Activision Blizzard, Inc. by a third party, and classified as non-exempt employees during the time period of July 30, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2010 to February 13, 2025.

Plaintiff was 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. 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 as described further below.

Specifically, Plaintiff was employed by Defendant as a Senior Test Analyst I. Plaintiff's job duties included, but were not limited to, creating and implementing test plans, test cases and ensuring fixes were implemented on Defendant's games. Plaintiff would

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

document and track issues found during testing and work closely with developers and designers to ensure the quality of Defendant's products.

Defendant paid Plaintiff and other Aggrieved Employees non-discretionary incentive wages during the PAGA Period in which Defendant failed to correctly include these wages into Plaintiff's regular rate for the purposes of calculating the correct overtime, sick, and vacation pay rates. As a result, Defendant violated California Labor Code Sections 227.3, 246 & 510. For example, during the PAGA Period, Defendant paid Plaintiff non-discretionary incentive wages for crisis coverage when responding to urgent work tasks (Pay code "BPS"). Defendant also paid Plaintiff non-discretionary "Gift" and "OTA" wages in the PAGA Period. These non-discretionary incentive wages were also paid in the same pay periods as overtime, sick, and vacation pay wages but Defendant failed to include these wages into Plaintiff's regular rate and as a result underpaid Plaintiff his wages during the PAGA Period. For example, Plaintiff was paid the "BTA" and "OTA" wages on 9/13/2024 and Plaintiff also was paid vacation pay during the same pay period. Plaintiff's regular hourly rate was 37.57 during this pay period and Defendant paid Plaintiff his vacation pay wages at exactly \$37.57 because Defendant failed to include the non-discretionary incentive wages into Plaintiff's vacation pay rates in violation of Cal. Lb. Code Section 227.3.

From time to time during the PAGA Period, Plaintiff was unable to take a meal period prior to his fifth (5th) hour of work and also was not afforded all his timely legally required off duty rest periods as a result of the work flow assigned to him by Defendant. There were times Plaintiff would be interrupted during his meal and rest breaks for urgent work tasks. The pays tabs reveal that Defendant failed to pay a single meal or rest break to Plaintiff during the PAGA Period in violation of Cal. Labor Codes Section 226.7 , 512 & 1198.

Further, pursuant to Labor Code § 204 and § 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees with their overtime, sick pay, vacation and meal and rest break wages as described above.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). 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 proper overtime/sick pay/vacation wages earned. Defendant failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as Plaintiff when he left employment with Defendant on February 13,

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

2025). Additionally, Plaintiff was paid Restricted Stock Units (“RSUs”) during his employment with Defendant. RSUs are a form of employee compensation in an award of stock shares when Plaintiff and other Aggrieved Employees met certain conditions. Plaintiff met the conditions needed to earn the RSUs and Defendant paid Plaintiff the RSUs, but Defendant failed to include the RSU wages into Plaintiff’s regular rate and as result underpaid Plaintiff for his overtime, sick pay, and vacation pay wages. As such, Defendant also failed to pay the waiting time penalties owed to Plaintiff as a result of the wages he was owed and not paid when Defendant terminated his employment.

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

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.