

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Attorneys for Plaintiff
[Additional Counsel Listed on Signature Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JONATHAN BUTLER, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

STAR SPORTS THEATRE ARTS &
RECREATION, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 26SMCV03609

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802 California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Jonathan Butler (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

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

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

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 **THE PARTIES**

25 5. Star Sports Theatre Arts & Recreation, Inc. (“DEFENDANT”) is a corporation
26 that at all relevant times mentioned herein conducted and continues to conduct substantial
27 business in California.
28

1 6. DEFENDANT provides supplemental education services in California, offering
2 academic and enrichment programs during the school day in more than 40 school districts.

3 7. PLAINTIFF was employed by DEFENDANT in California from January of 2025
4 to August 28, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
5 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
6 payment of minimum and overtime wages due for all time worked.

7
8 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
9 the requirements and exhaust the administrative procedures under the Private Attorney General
10 Act, brings this Representative Action on behalf of the State of California with respect to all
11 individuals who are or previously were employed by DEFENDANT in California, including any
12 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
13 (“AGGRIEVED EMPLOYEES”) during the time period of March 19, 2025 until a date as
14 determined by the Court (the "PAGA PERIOD").

15 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
16 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
17 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
18 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
19 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 California Code of Regulations, Title 8,
20 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
21 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
22 within the meaning of Labor Code § 2699.

23 10. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
25 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
28 they are ascertained. PLAINTIFF is informed and believes, and based upon that information

1 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
2 50, inclusive, are responsible in some manner for one or more of the events and happenings
3 that proximately caused the injuries and damages hereinafter alleged.

4 11. The agents, servants and/or employees of the Defendants and each of them
5 acting on behalf of the Defendants acted within the course and scope of his, her or its
6 authority as the agent, servant and/or employee of the Defendants, and personally
7 participated in the conduct alleged herein on behalf of the Defendants with respect to the
8 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
9 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
10 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
11 conduct of the Defendants' agents, servants and/or employees.

12 13 THE CONDUCT

14 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
15 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
16 worked, meaning the time during which an employee is subject to the control of an
17 employer, including all the time the employee is suffered or permitted to work.
18 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
19 paying them for all the time they are under DEFENDANT's control. Among other things,
20 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
21 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
22 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
23 break. DEFENDANT, as a matter of established company policy and procedure,
24 administers a uniform practice of rounding the actual time worked and recorded by
25 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
26 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
27 EMPLOYEES are paid less than they would have been paid had they been paid for actual
28 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED

1 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
2 breaks by working without their time being correctly recorded and without compensation at
3 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
4 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
5 records.

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

18 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
19 EMPLOYEES were also required from time to time to work in excess of four (4) hours
20 without being provided ten (10) minute rest periods. Further, these employees were denied
21 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
22 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
23 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
24 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
25 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
26 also not provided with one hour wages in lieu thereof. Additionally, the applicable
27 California Wage Order requires employers to provide employees with off-duty rest periods,
28 which the California Supreme Court defined as time during which an employee is relieved

1 from all work related duties and free from employer control. In so doing, the Court held that
2 the requirement under California law that employers authorize and permit all employees to
3 take rest period means that employers must relieve employees of all duties and relinquish
4 control over how employees spend their time which includes control over the locations
5 where employees may take their rest period. Employers cannot impose controls that prohibit
6 an employee from taking a brief walk - five minutes out, five minutes back. Here,
7 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
8 unconstrained walks and is unlawful based on DEFENDANT's rule which states
9 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
10 their rest period.

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

26 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
27 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
28 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226

1 provides that every employer shall furnish each of his or her employees with an accurate
2 itemized wage statement in writing showing, among other things, gross wages earned and all
3 applicable hourly rates in effect during the pay period and the corresponding amount of time
4 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
5 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
6 during the pay period and the total hours worked, and the applicable pay period in which the
7 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
8 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
9 identify such information. More specifically, the wage statements failed to identify the
10 accurate total hours worked each pay period. When the hours shown on the wage statements
11 were added up, they did not equal the actual total hours worked during the pay period in
12 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
13 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
14 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
15 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
16 statements which violated Cal. Lab. Code § 226.

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

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

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

1 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
2 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
3 penalties pursuant to Cal. Lab. Code Section 203.

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

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

25 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
26 terminated and DEFENDANT has not tendered payment of all wages owed as required by
27 law.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3

4
5
6
7
8
9

1

2

3

4

5
6

7
8
9
20
21
22
23
24
25
26

27
8

1 Attorney General Act, brings this Representative Action on behalf of the State of California
2 with respect to all individuals who are or previously were employed by DEFENDANT in
3 California, including any employees staffed with DEFENDANT by a third party, and
4 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
5 period of March 19, 2025 until a date as determined by the Court (the "PAGA PERIOD").

6 28. On March 19, 2026, PLAINTIFF gave written notice by electronic mail to the
7 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
8 employer of the specific provisions of this code alleged to have been violated as required by
9 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
10 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
11 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
12 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
13 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
34
56
78
90
1
$$\begin{matrix} 2 \\ 3 \end{matrix}$$

4
5
6

/

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

March 19, 2026
CA3842

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

STAR SPORTS THEATRE ARTS &
RECREATION, INC.
Certified Mail #9589071052703647148866
RAMIRO VASQUEZ
10101 JEFFERSON BLVD.
CULVER CITY, CA 90232

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the 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 Jonathan Butler (“Plaintiff”) and all other Aggrieved Employees of Star Sports Theatre Arts & Recreation, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Star Sports Theatre Arts & Recreation, Inc. in California, including any employees staffed with Star Sports Theatre Arts & Recreation, Inc. by a third party, and classified as non-exempt employees during the time period of March 19, 2025 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 January of 2025 to August 28, 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. Plaintiff alleges, however, that Defendant failed to follow the law as it relates to providing compliant meal and rest breaks, paying Plaintiff and other Aggrieved Employees for all time worked, including minimum and overtime wages, providing accurate wage statements and reimbursing Plaintiff for business related expenses.

Plaintiff worked for Defendant as an Early Childhood Development Specialist which entailed, in essence, working at an after school program during the school year and an all-day

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

program during the summer when school was off. Plaintiff worked at Canfield Elementary School in Los Angeles. Plaintiff's job duties were diverse and included running daily activities for school kids, lesson planning and interacting with parents picking up their children. In light of the amount of children that Plaintiff had to supervise and/or interact with in terms of activities, this was a high paced job to say the least, which was further complicated by short staffing. In this fast paced-job, Plaintiff was not advised nor was it brought up by Defendant that he should take timely uninterrupted 30-minute meal breaks on days that he worked over 5 hour shifts. As of result of this, short staffing and the nature of the job which involved supervising a classroom full of kids, Plaintiff sometimes missed his meal breaks and rest breaks entirely, in violation of in violation of Cal. Labor Codes Section 226.7, 512 & 1198. It should be noted that although Plaintiff did receive several meal break premium payments, he did not receive any premium payments for missed rest periods. Furthermore, not all meal break violations were recorded by Defendant's time clock system because, for example, Plaintiff's time cards show shifts that lasted exactly 5 hours which would not entail a meal break. However, some of these 5 hour shifts, in fact, lasted longer than 5 hours but were not recorded accurately because, despite working longer than 5 hours, Plaintiff's boss wanted him to clock out at the end of his designated shift but keep working off the clock as set forth below.

Specifically as to off the clock work, there are several examples. As alluded to above, Plaintiff sometimes clocked out after 5 hour shifts, at the direction of Defendant, but kept working off the clock. For example, sometimes after his shift and while off the clock, Plaintiff's boss would ask him to close and pack up a tent that was used for activities that day or clean up the class room. Off the clock work was not limited to post-shift duties. Indeed, Plaintiff sometimes came to work a half hour early in order to help the site director set up everything for the day, such as setting up snacks, helping with paperwork, and checking in students. Plaintiff also worked while off the clock at home. As was Defendant's expectation of him, Plaintiff made lesson plans for the kids to entertain and teach them various concepts. For example, Plaintiff created a lesson plan for teaching kids how to play chess, including what each chess piece was and how pieces could attack and/or work together. Plaintiff also made up lesson plans to teach them the rules of games such as capture the flag or football – all at home and while off the clock. All this off the clock work resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198.

Moreover, pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant occurred as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work described above.

Additionally, Plaintiff and the Aggrieved Employees were hourly paid employees. Defendant's wage statements should therefore reflect all appropriate hourly rates during the pay period and the proper regular and overtime wages earned. Defendant failed to provide

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

accurate wage statements to Plaintiff and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff alleges the wage statements were inaccurate because they did not capture and record all time worked, such as the time spent by Plaintiff working off the clock before his shift started and after his shift ended, in violation of California Labor Code section 226(a)(2). Defendant also violated California Labor Code section 226(a)(2) by including hours not actually worked in the total hours column of Plaintiff's wage statements. For example, Defendant included meal premium payments and sick pay payments as hours worked. See **Exhibit #1** which is a true and correct copy of Plaintiff's wage statements for the pay periods between August 1, 2025 and August 31, 2025.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff had to use his own cell phone to download an app in order to clock in and out. Plaintiff also used his cell phone for work communications via a group chat that discussed scheduling issues and planning for the next day, which resulted in additional off the clock work. Plaintiff also used his cell phone to take photos to send to his boss so that Defendant could use it for promotional purposes, such as photos capturing kids being engaged in a particular activity. Plaintiff from time to time had to travel between work sites using his own vehicle but was not reimbursed any expenses for mileage he incurred. Plaintiff also used his home Internet for work-related purposes but again he was not reimbursed the reasonable expenses he incurred. In addition, Plaintiff also purchased printer paper and ink in order to print out lessons to hand out to the kids at his own expense with no reimbursement from Defendant.

As described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and the Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, including Plaintiff who stopped working for Defendant in August of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

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.

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

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

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

Pay Date: 09/10/2025

Period Start: 08/16/2025

Period End: 08/31/2025

Company: 0QV30 - STAR SPORTS THEATRE ARTS & RECREATION INC

10101 JEFFERSON BLVD

CULVER CITY CA 90232 (310) 842-8040

Emp #: 5590

Dept: 500578 - 500 - ELOP C

anfield

Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular	22.75	12.00	273.00	273.00
Part Time Sick PHW	22.75	4.50	102.38	102.38
CA Lunch Premium	22.75	0.00	0.00	409.50
Regular	22.75(*)	21.84	496.86	15554.64
<i>*Denotes an override during payroll processing.</i>				
Gross Pay		38.34	872.24	16339.52
W/H Taxes				
Federal W/H			0.00	0.00
Medicare			12.64	236.92
Social Security			54.08	1013.05
California State W/H			0.00	0.00
CaliforniaSDI Tax			10.46	196.07
Deductions				
Net Pay			795.06	14893.48
Net Pay Distribution			Check No. 3962	
			795.06	14893.48 A/C:
Employee Benefits, Allowances, and Other				
			Current Period	Year To Date
Part Time Sick PHW (Hours)			0.00	22.06
				YTD Taken Available
				4.50 17.56

STAR SPORTS THEATRE ARTS & RECREATION INC

10101 JEFFERSON BLVD

CULVER CITY, CA 90232

Dept: 500578

DATE: 09/10/2025

Check No. 3962

Net Pay:

Seven Hundred Ninety Five And 06/100 Dollars

BUTLER, JONATHAN

For Record Purposes Only

****NON-NEGOTIABLE****

Earnings Statement

BUTLER, JONATHAN

Pay Date:08/26/2025

Period Start:08/01/2025

Period End:08/15/2025

Company: 0QV30 - STAR SPORTS THEATRE ARTS & RECREATION INC

10101 JEFFERSON BLVD

CULVER CITY CA 90232 (310) 842-8040

Emp #: 5590

Dept: 500578 - 500 - ELOP C

anfield

Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
CA Lunch Premium	22.75	1.00	22.75	409.50	
Regular	22.75	30.58	695.69	15057.78	
Gross Pay			31.58	718.44	15467.28
W/H Taxes					
Federal W/H			0.00	0.00	
Medicare			10.42	224.28	
Social Security			44.54	958.97	
California State W/H			0.00	0.00	
CaliforniaSDI Tax			8.62	185.61	
Deductions					
Net Pay			654.86	14098.42	Voucher No. 687724350DD
Net Pay Distribution			654.86	14098.42	
Employee Benefits, Allowances, and Other					
			Current Period	Year To Date	YTD Taken Available
Part Time Sick PHW (Hours)			1.02	22.06	0.00 22.06

STAR SPORTS THEATRE ARTS & RECREATION INC

10101 JEFFERSON BLVD

CULVER CITY, CA 90232

Dept: 500578

Voucher No. 687724350DD

DATE: 08/26/2025

Net Pay:

654.86

Six Hundred Fifty Four And 86/100 Dollars

BUTLER, JONATHAN

For Record Purposes Only

NON-NEGOTIABLE