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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO

LEANDER HASTY, individually, on  
behalf of all others similarly situated  
and as a private attorney general,

Plaintiff,

v.

ELECTRONIC ARTS, INC. and  
DOES 1-100, inclusive,

Defendants.

No. Civ. **CIV 4 4 4 8 2 1**

CLASS ACTION

**CLASS ACTION AND REPRESENTATIVE  
ACTION COMPLAINT FOR (1) VIOLATION OF  
LABOR CODE SECTIONS 201, 202, 204 AND 510  
ET SEQ.; (2) VIOLATION OF LABOR CODE  
SECTIONS 2698 ET SEQ.; (3) VIOLATION OF  
BUSINESS & PROFESSIONS CODE SECTIONS  
17200 ET SEQ.; AND (4) ACCOUNTING**

**JURY TRIAL DEMANDED**

**ENDORSED FILED**  
**SAN MATEO COUNTY**

FEB 14 2005

Clerk of the Superior Court  
By **S. BUCHANAN**  
DEPUTY CLERK

1 Plaintiff Leander Hasty ("Plaintiff") brings this action against Electronic Arts, Inc.  
2 ("Electronic Arts") and Does 1-100 (collectively, "Defendants"), on behalf of himself, all others  
3 similarly situated and as a private attorney general, upon information and belief, except as to their  
4 own actions, the investigation of their counsel, and the facts that are a matter of public record, as  
5 follows:

### 6 OVERVIEW

7 1. As alleged more fully below, Defendants have failed to pay overtime compensation  
8 required by California Labor Code §1194 and applicable Industrial Welfare Commission Orders to  
9 their employees whose primary duty is computer programming under the direction of others for the  
10 purpose of producing video games manufactured by Electronic Arts. Such persons are referred to in  
11 this Complaint as "Engineers."

12 2. Plaintiff brings this action to obtain statutory penalties, damages, punitive damages,  
13 restitution, and injunctive relief.

### 14 THE PARTIES

15 3. Plaintiff is a resident of Culver City, California, who has been employed by Electronic  
16 Arts in California as an Engineer since approximately June 30, 2003.

17 4. Electronic Arts is a corporation organized under the laws of Delaware and has its  
18 principal place of business in Redwood City, California.

19 5. Electronic Arts develops, markets, publishes and distributes interactive entertainment  
20 software games that are playable by consumers on a variety of platforms such as home video game  
21 machines, personal computers, handheld game machines, and on-line systems over the internet.

22 6. Electronic Arts operates studios in California to develop its entertainment software  
23 games.

24 7. Electronic Arts is, and at all times was, an employer under California law and applicable  
25 Industrial Welfare Commission Orders.

26 8. The true names and capacities (whether individual, corporate, associate, or otherwise) of  
27 Defendants Does 1 through 100, inclusive, and each of them, are unknown to Plaintiff, who sues  
28 said Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that

1 each of the Defendants fictitiously named herein is legally responsible in some actionable manner  
2 for the events described herein, and thereby proximately caused the damage to Plaintiff and the  
3 members of the Class. Plaintiff will seek leave of Court to amend this Complaint to state the true  
4 name(s) and capacities of such fictitiously named Defendants when the same have been ascertained.

5 9. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,  
6 each defendant aided and abetted, and acted in concert with and/or conspired with each and every  
7 other defendant to commit the acts complained of herein and to engage in a course of conduct and  
8 the business practices complained of herein.

### 9 JURISDICTION AND VENUE

10 10. This Court has subject matter jurisdiction over this class and representative action  
11 pursuant to Bus. & Prof Code §§17200 et seq.; Labor Code §§1194 and 2698; and Code of Civ.  
12 Proc. §382. There is no federal question at issue, as the status of Plaintiff and those similarly  
13 situated as "exempt" employees is a question solely of California law and statutes, including the  
14 California Civil Code, Labor Code, Code of Civil Procedure, and/or Business & Professions Code.

15 11. Venue is proper in this County, because Electronic Arts' headquarters is located here  
16 and many of the wrongful acts complained of occurred in this County.

### 17 SUBSTANTIVE ALLEGATIONS

18 12. Electronic Arts is a part of the motion picture, television and theatrical entertainment  
19 industry. It competes with companies such as Disney, Sony, Time Warner, Vivendi Universal,  
20 Lucas Films and others in the entertainment market. Its products include video game versions of  
21 Lord of the Rings, James Bond, Harry Potter and many other popular films, as well as popular  
22 television shows such as Saturday morning cartoons or Star Trek.

23 13. Because the motion picture, television and video game industries use the same or similar  
24 types of computer software to produce, copy and install imagery for effects in their products, much  
25 of the labor pool that performs such work for each of those industries is common to all of them.

26 14. Electronic Arts models its product development methods and organization on the motion  
27 picture and television industries and employs "Producers" who oversee the development of  
28 Electronic Arts' products.

1        15. Engineers do not have management responsibilities. They do not customarily and  
2 regularly direct the work of two or more other employees. They do not have the authority to hire or  
3 fire other employees, and they are not responsible for making hiring and firing recommendations.  
4 Were they to make such recommendations, the recommendations would not be given any particular  
5 weight because of their status as Engineers.

6        16. Engineers do not have duties directly related to the creation or implementation of  
7 management policies, or to the general business operations of Electronic Arts.

8        17. Engineers do not require a license or certification from the State of California or any  
9 other governmental entity in order to perform their jobs.

10       18. Engineers do not perform work requiring knowledge of an advanced type in a field of  
11 science or learning customarily acquired by a prolonged course of specialized intellectual instruction  
12 and study.

13       19. Engineers do not perform work that is original and creative in character. They do not  
14 customarily and regularly exercise discretion and independent judgment. Rather, they follow strict  
15 instructions, and they rely on their general manual and intellectual ability and training with  
16 computers to perform their work.

17       20. The activities engaged in by Engineers during the course of their work for Electronic  
18 Arts are done for the purpose of creating imagery for effects used in the motion picture, television or  
19 theatrical industry. Plaintiff and the other Engineers are or were salaried employees. Their regular  
20 hourly rate of pay is less than \$41.00. They regularly work or worked more than eight hours a day  
21 and forty hours in a workweek. They have worked on weekends and occasionally on national  
22 holidays without being paid any overtime compensation for such work.

23       21. During the Class Period, Defendants were aware of the duties performed by Plaintiff and  
24 the Class. Defendants also were aware that the duties of Plaintiff and the Class members were  
25 inconsistent with exempt status, and that such persons were and are not exempt from the overtime  
26 provisions of the California overtime laws.

8 CLASS ACTION ALLEGATIONS

12 All persons who, from February 11, 2001 up to the time of judgment,  
13 are or were (1) employed and/or worked as salaried Engineers for  
14 Defendants in California and (2) are or were classified as exempt  
employees and were not paid overtime.

26. The Class members are similarly situated to Plaintiff and to each other, because they all perform similar duties and assignments, and all have been subject to Defendants' common policy and practice of classifying all Engineers as exempt from the California overtime laws – while at the same time being assigned to duties inconsistent with exempt status. Like Plaintiff, no member of the Class has been paid overtime compensation in accordance with the California laws identified herein.

4.

1        28. Plaintiff is currently unaware of the identities of all the members of the Class. On  
2 information and belief, several hundred persons have worked for Defendants as Engineers in  
3 California during the Class Period and would therefore be members of the Class. For this reason,  
4 joinder of all members of the Class would be impracticable.

5        29. There are questions of law and fact common to the members of the Class that  
6 predominate over any questions affecting only individual members, including:

7            a. whether the duties of Engineers are inconsistent with exempt status under California  
8 law;

9            b. whether Defendants' failure to pay Plaintiff and Class members overtime compensa-  
10 tion violates the California Labor Code and applicable Industrial Wage Commission orders;

11           c. whether Defendants failed to keep adequate records of hours worked by Plaintiff and  
12 Class members (and the consequence for such statutory violations if it did not);

13           d. the correct method of calculating back overtime pay;

14           e. whether, by the misconduct alleged herein, Defendants have engaged in unfair and/or  
15 unlawful business practices; and

16           f. whether, as a result of Defendants' misconduct, Plaintiff and the Class are entitled to  
17 statutory and other penalties, damages, punitive damages, an accounting, restitution, equitable and  
18 other relief.

19        30. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and all  
20 Class members were subjected to and harmed by Defendants' uniform policy of misclassifying  
21 Engineers as exempt from overtime compensation in order to avoid having to pay overtime as  
22 required by California law. Any differences between individual Class members' job duties are  
23 immaterial to the question of whether Engineers were or were not correctly classified as exempt  
24 under California law. Plaintiff is subject to no unique defenses, as Defendants' policies were  
25 uniform throughout California.

26        31. Plaintiff will fairly and adequately protect the interests of the Class and has retained  
27 attorneys experienced in class and employment litigation.

28

32. Questions of law or fact common to the members of the Class predominate over any questions affecting only individual Class members. All of the facts material to resolving the common legal question of whether exemption from the California overtime laws is appropriate are common to all members of the Class. Facts not common to the Class are not material to resolving the common legal question of whether Defendants' exempt classification of the Class is legally correct. A class action is therefore superior to other available methods for the fair and efficient adjudication of this controversy. A class action is also superior to other available methods for the fair and efficient adjudication for the following reasons:

- a. it is economically impractical for members of the Class to prosecute individual actions;
  - b. the Class is readily definable;
  - c. prosecution as a class action will eliminate the possibility of repetitious litigation;
- and
- d. a class action will enable claims to be handled in an orderly and expeditious manner: a class action will save time and expense and will ensure uniformity of decisions.

33. The prosecution of separate actions against Defendants under California law would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the Defendants. In addition, adjudications with respect to individual members of the Class could as a practical matter be dispositive of the interests of the other members of the Class not parties to such adjudications, or could substantially impede or impair their ability to protect their interests.

34. Plaintiff do not anticipate any difficulty in the management of this litigation.

**PRIVATE ATTORNEY GENERAL ALLEGATIONS**

35. In addition to asserting class action claims in this action, Plaintiff asserts claims as a private attorney general on behalf of all current and former Engineers employed by Defendants pursuant to Labor Code §§2698 et seq. Defendants have violated various provisions of the Labor Code as alleged herein, and thereby caused harm to all current and former Engineers. For each such violation, Defendants owe statutory penalties to be assessed by the Court.

**FIRST CAUSE OF ACTION**  
**FAILURE TO PAY OVERTIME WAGES**  
**(VIOLATION OF LABOR CODE §§201 AND 202, 204 AND 510)**

36. Plaintiff realleges and incorporates the above allegations by reference as if set forth fully herein.

37. By their conduct, as set forth herein, Defendants violated California Labor Code §510 *et seq.* (and the relevant orders of the Industrial Welfare Commission) by failing to pay the Class:

(a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek.

38. Defendants' failure to pay overtime compensation in a timely fashion also constitutes a violation of California Labor Code §204 which requires that all wages are paid in semimonthly payments. In direct violation of this provision of the Labor Code, Defendants have to date failed to pay any overtime compensation earned by Plaintiff and the Class during the Class Period. Each such failure to make a timely payment of overtime compensation to Plaintiff and the members of the Class constitutes a separate violation of Section 204 of the California Labor Code.

39. Defendants' failure to pay overtime compensation in a timely fashion also constitutes a violation of California Labor Code §§201 and 202 which require that all wages be paid upon termination, or, in the case of an employee who quits without providing at least 72 hours notice, within 72 hours of the date of quitting. In direct violation of these provisions of the Labor Code, Defendants have to date failed to pay any overtime compensation earned by Plaintiff and the Class during the Class Period.

40. Defendants' violations of California Labor Code §§201 and 202, 204, and 510 (and the relevant orders of the Industrial Welfare Commission) were repeated, willful and intentional.

41. Plaintiff and the Class members have been damaged by said violations of California Labor Code §§201 and 202, 204, and 510 (and the relevant orders of the Industrial Welfare Commission).

1       42. Pursuant to California Labor Code §§510 and 1194 (and the relevant orders of the  
2 Industrial Welfare Commission), Defendants are liable to Plaintiff and the members of the Class for  
3 the full amount of all their unpaid overtime compensation with interest plus their reasonable  
4 attorneys' fees and costs.

5       43. Defendants are also liable to Plaintiff and the members of the Class for statutory  
6 penalties due pursuant to Labor Code §203 and §210 for their violations of Labor Code §§201 and  
7 202, and §204, respectively.

8       44. Because Defendants' unlawful classification of the Plaintiff and the Class as exempt  
9 from the California overtime laws constituted despicable conduct that was carried out with malice,  
10 oppression, or fraud, in willful and conscious disregard for their rights, Plaintiff and the Class are  
11 entitled to exemplary damages to punish the Defendants pursuant to California Civil Code §3294.

12                                   **SECOND CAUSE OF ACTION**  
13                                   **VIOLATION OF LABOR CODE §§2698, ET SEQ.**

14       45. Plaintiff realleges and incorporates the above allegations by reference as if set forth fully  
15 herein.

16       46. Defendants' conduct as set forth herein has caused injury to Plaintiff and each member  
17 of the Class and violated the following provisions of the Labor Code: Labor Code §§201 and 202,  
18 204, 510 and 1174. For each such violation, Plaintiff seeks civil penalties of one hundred dollars  
19 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars  
20 (\$200) for each aggrieved employee per pay period for each subsequent violation or such other civil  
21 penalties as are permitted by law.

22       47. Plaintiff also seeks an award of reasonable attorneys' fees and costs.

23                                   **THIRD CAUSE OF ACTION**  
24                                   **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET. SEQ.**

25       48. Plaintiff realleges and incorporates the above allegations by reference as if set forth fully  
26 herein.

27       49. Defendants have engaged in unfair, unlawful, and fraudulent business practices as set  
28 forth above.

51. Plaintiff, on behalf of himself and on behalf of the Class seeks an order of this Court awarding restitution, injunctive relief and all other relief allowed under Bus. & Prof. Code §§17200 *et seq.*, plus interest, attorneys' fees and costs pursuant to, inter alia, Code of Civ. Proc. §1021.5.

52. Plaintiff realleges and incorporates the above allegations by reference as if set forth fully herein.

54. Plaintiff does not know the precise amount of compensation due to Plaintiff and each member of the Class. Upon information and belief, Plaintiff alleges that Defendants possess records from which the amount of compensation due and owing to Plaintiff and each member of the Class can be determined.

56. Because it is impossible for the Plaintiff to determine the exact amount of money due to Plaintiff and members of the Class without a detailed review of Defendants' books and records and/or discovery in this action, Plaintiff seek, among other things, an accounting of books and records in the possession of Defendants and/or the appointment of a receiver to determine the compensation owed to Plaintiff and Class members.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and as a private attorney general prays for judgment against Defendants as follows:

- A. An order certifying this case as a class action and appointing Plaintiff and his counsel to represent the Class;
- B. A judgment awarding Plaintiff and members of the Class compensatory damages in an amount to be proven at trial, together with prejudgment interest at the maximum rate allowed by law;
- C. An order requiring Defendants to immediately cease their wrongful conduct as set forth above; enjoining Defendants from continuing to improperly classify Engineers as exempt from California overtime regulations and failing to pay such employees overtime wages;
- D. Restitution and disgorgement of all amounts obtained by Defendants as a result of their misconduct, together with interest thereon from the date of payment, to the victims of such violations;
- E. An accounting of books and records in the possession of Defendants and/or the appointment of a receiver to determine the compensation owed to Plaintiff and Class members;
- F. Statutory penalties as permitted by law, including waiting time penalties;
- G. Reasonable attorneys' fees and the costs of this action as permitted by law, including but not limited to California Labor Code §1194 and Code of Civ. Proc. §1021.5;
- H. Punitive damages;
- I. Statutory pre-judgment interest; and
- J. Such other relief as this Court may deem just and proper.

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**JURY DEMAND**

Plaintiff demands a trial by jury on all causes of action so triable.

February 11, 2005

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*Attorneys for Plaintiff Leander Hasty, Individually  
and On Behalf of All Others Similarly Situated and  
as a Private Attorney General*

VERIFICATION

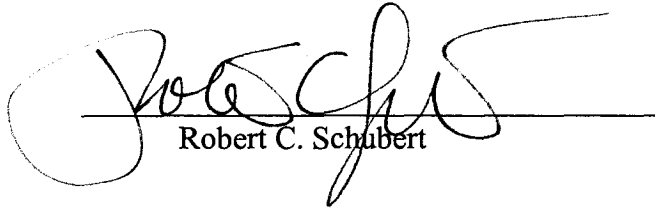
I, Robert C. Schubert, hereby declare:

1. I am counsel for plaintiff in the captioned matter. Plaintiff is absent from the county where this action is pending and from the county in which I maintain my office, and for that reason I am making this verification for and on his behalf.

2. I have read the foregoing CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT and know its contents. I am informed and believe and on that ground allege that the matters stated therein are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 11th of February, 2005, in San Francisco, California.



Robert C. Schubert