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13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

16 WILLIAM MANN, ALEX ROJAS,
17 individually and on behalf of all others
18 similarly situated,

19 Plaintiffs,

20 v.

21 ABC SIGNATURE, LLC, a Delaware
22 Limited Liability Company;
23 TWENTIETH CENTURY FOX FILM
24 CORPORATION, a Delaware
25 Corporation; JAMES M. KAPENSTEIN,
26 an individual,

27 Defendants.

Case No: 2:22-cv-06628-SSS-KKx
Assigned to Hon. Sunshine S. Sykes.

SECOND AMENDED COMPLAINT

1. Cal. Lab. Code §§ 201.3, 201.5, and 203 Continuing Wages
2. Cal. Lab. Code § 226(a), Failure to Provide Compliant Wage Statements
3. Cal. Lab. Code §§ 226.7, 512 and Wage Order No. 12, Failure to Provide Meal Breaks
4. Cal. Lab. Code § 226.7 and Wage Order No. 12, Failure to Provide Rest Breaks
5. Cal. Lab. Code § 510, 515, and 1194 Failure to Provide Pay Proper Overtime
6. Cal. Lab. Code §§ 1194 and 1198 Failure to Provide Pay Proper Minimum Wages
7. Cal. Lab. Code § 2802, Failure to Reimburse Business Expenses
8. Cal. Lab. Code § 226(b), Payroll Records
9. Cal. Lab. Code § 1198.5, Personnel Records
10. Cal. Bus & Prof. Code §§ 17200 *et*

seq. – Restitution

11. Cal. Lab. Code §§ 2698 et seq.,
PAGA

12. FLSA, 29 U.S.C. §.201 *et seq.*

JURY TRIAL DEMANDED

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7 Plaintiffs William Mann (“Mann”), and Alex Rojas (“Rojas”), (“Plaintiffs”), by
8 and through their undersigned attorneys, allege as follows:

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10 **JURISDICTION AND VENUE**

11 1. This is a collective, class and civil action brought under the California Labor
12 Code (the “Code”), including the Labor Code Private Attorneys General Act (“PAGA”),
13 and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201 et seq., seeking relief under
14 state and federal law on account of unpaid wages, damages, continuing wages, liquidated
15 damages, civil penalties, statutory penalties and attorneys’ fees and costs.

16 2. This Court has original jurisdiction over the Fair Labor Standards Act claim
17 pled in this Complaint pursuant to 28 U.S.C. § 1331, as well as supplemental jurisdiction
18 over the state claims pled in this action pursuant to 28 U.S.C. § 1367.

19 3. Venue of this action is proper in this district. The violations of the FLSA
20 alleged herein had a direct effect on and were committed within the State of California,
21 impacting Plaintiffs and other similarly situated employees

22 4. Emergency Rule 9 as promulgated by the Judicial Council of California
23 provides: “Notwithstanding any other law, the statutes of limitations and repose for civil
24 causes of action that exceed 180 days are tolled from April 6, 2020, until October 1,
25 2020.” The Advisory Committee Comment notes that: “Emergency rule 9 is intended to
26 apply broadly to toll any statute of limitations on the filing of a pleading in court
27 asserting a civil cause of action. The term “civil causes of action” includes special
28 proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of the code
(Of the Time of Commencing Civil Actions), is construed “as including a special

1 proceeding of a civil nature”). . . . The rule also applies to statutes of limitations on filing
2 of causes of action in court found in codes other than the Code of Civil Procedure.”

3 **THE PARTIES**

4 5. Plaintiff William Mann (“Mann”) is an individual, who, during the time
5 periods relevant to this Complaint, was and is a resident of the County of Los Angeles,
6 State of California, working in the motion picture industry as a crew member during the
7 physical production of a motion picture production. Mann’s FLSA consent is attached
8 hereto as Exhibit 1.

9 6. Plaintiff Alex Rojas (“Rojas”) is an individual, who, during the time periods
10 relevant to this Complaint, was and is a resident of the County of Los Angeles, State of
11 California, working in the motion picture industry as a crew member during the physical
12 production of a motion picture production. Rojas’ FLSA consent is attached hereto as
13 Exhibit 2.

14 7. Defendant ABC Signature, LLC (“ABC SL”) is a Delaware Corporation,
15 with annual sales in interstate commerce in an amount in excess of \$500,000, which at all
16 times relevant herein, conducted business within the County of Los Angeles of the State
17 of California as a wholly owned subsidiary of The Walt Disney Company.

18 8. Defendant Twentieth Century Fox Film Corporation (“TCF”) is a Delaware
19 Corporation, which at all times relevant herein, conducted business within the County of
20 Los Angeles, State of California and produced a television series entitled “American
21 Horror Story” and “911 Lone Star.

22 9. Plaintiffs are informed and believe and thereon allege that all defendants
23 were at all relevant times acting as actual agents, conspirators, ostensible agents, alter
24 egos, partners and/or joint venturers and/or employees of all other defendants, and that all
25 acts alleged herein occurred within the course and scope of said agency, employment,
26 partnership, and joint venture, conspiracy or enterprise, and with the express and/or
27 implied permission, knowledge, consent authorization and ratification of their co-
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1 defendants; however, each of these allegations are deemed “alternative” theories
2 whenever not doing so would result in a contradiction with other allegations.

3 10. Defendants are “temporary services employers” as defined by Code § 201.3
4 and required to pay workers no less frequently than weekly. As a “temporary services
5 employer,” ABCSL is an employing unit which contracts with clients to supply workers
6 to perform services to its clients. ABCSL performs all of the following functions and did
7 so in the present Production: (A) Negotiates with clients and customers for matters such
8 as the time and place where the services are to be provided, the type of work, the working
9 conditions, and the quality and price of the services; (B) Determines assignments or
10 reassignments of workers, even if workers retain the right to refuse specific assignments;
11 (C) Retains the authority to assign or reassign a worker to another client or customer
12 when the worker is determined unacceptable by a specific client or customer; (D) Assigns
13 or reassigns workers to perform services for clients or customers; (E) Sets the rate of pay
14 of workers, whether or not through negotiation; (F) Pays workers from its own account or
15 accounts; and (G) Retains the right to hire and terminate workers.

16
17 **GENERAL ALLEGATIONS**

18 11. Defendant ABCSL employed Plaintiff Mann and the Class Members as well
19 as Aggrieved Employees as crew members during the relevant Class Period on during the
20 making of several motion pictures (collectively, the “Production”). Plaintiff Mann
21 worked for Defendant ABCSL during the week of November 28, 2021 to December 4,
22 2021 for some 8 hours (“This Fool” – Season 1). After his work during the week ending
23 Saturday December 4, Mann was laid off without any return date for further work. His
24 wages for the day of work during the week ending December 4, 2021, were due on
25 Thursday, December 9, 2021, but not paid on or before that day. Rather, his tardy
26 paycheck was not prepared until Wednesday, December 15, 2021.

27 12. Plaintiff Mann worked for Defendant ABCSL during the week of October
28 24, 2021 to October 30, 2021, for some 8 straight time hours, four overtime hours, and

1 four and on-half double time hours (“Promised Land” – Season 1). After his work during
2 the week ending Saturday October 30, 2021, Mann was laid off without any return date
3 for further work. His wages for the day of work during the week ending October 30,
4 2021, were due on Thursday, November 4, 2021, but not paid on or before that day.
5 Rather, his tardy paycheck was not even prepared until Tuesday, November 23, 2021,
6 and the defense appears to have no record regarding the date on which it was mailed.

7 13. On December 10, 2021, Mann wrote to the Defendant’s representative,
8 ABCSL requesting that it provide copies of the records to which he is entitled under
9 Code §§226(b), 432, and 1198.5. Defendant did not produce all documents requested For
10 example, it did not produce Mann’s time cards.

11 14. Defendant TCF employed Plaintiff Rojas as a crew member on several
12 productions during the class period. For example, Rojas worked on April 30, 2021 on a
13 production entitled “American Horror Story Season 10,” but was not paid for all hours
14 worked, such as double time, at the correct rate. Although Rojas worked a 16.5 hour day,
15 he was paid 8 hours at the regular rate and 8.5 at the overtime rate: no doubletime wages.

16 15. Plaintiff Rojas also worked the week prior on a production entitled “911
17 Lone Star” during the week ending April 24, 2021. However, his check was late as it was
18 not prepared until May 13, 2021.

19 16. Plaintiff Rojas and Class Members, were also required to keep their walkie
20 talkie radios or cell phones with them at all times, including during meal and rest breaks.
21 Some breaks were simply not provided at all. This policy precluded Defendants from
22 providing Plaintiff Rojas and others the ability to enjoy legally compliant meal and rest
23 breaks as required by California law. Augustus v. ABM Sec. Servs. Inc., 2 Cal. 5th 257,
24 260 (2016).

25 17. In or around April 2021, Plaintiff Rojas was laid off without a return date for
26 any further work. Although Plaintiff should have been paid in full for his accrued
27 overtime wages and meal and rest break wages no later than the first week of May 2021,
28 he was not paid the full amount of wages owing. The final payment did not fully

1 compensate Plaintiff for all outstanding wages

2 18. Plaintiffs and Class Members were also required to keep their walkie talkie
3 radios or cell phones with them at all times, including during meal and rest breaks. Some
4 breaks were simply not provided at all. This policy precluded Defendants from providing
5 Plaintiff and others the ability to enjoy legally compliant meal and rest breaks as required
6 by California law. Augustus v. ABM Sec. Servs. Inc., 2 Cal. 5th 257, 260 (2016).

7 19. Plaintiffs should have been paid in full for the accrued minimum wages and
8 overtime, provided proper, uninterrupted meal periods and rest breaks, and issued final
9 wages with a legally compliant wage statement no later than as required by Code §§
10 201.3 and 201.5, they have yet to be paid properly.

11 20. Defendants failed to fully compensate Plaintiffs and failed to provide
12 compliant wage statements to Plaintiffs as well as other nonexempt workers who
13 performed services on the Production or other such projects produced in California for
14 Defendants (“Aggrieved Employees”) for work performed. Plaintiffs, including the
15 Aggrieved Employees, worked on the Production and/or on other California motion
16 picture projects, toiling in excess of eight hours in a single day and/or over forty hours in
17 a work week, yet not being paid timely or with appropriate wage statements.

18 21. Defendants failed to properly compensate Plaintiffs who performed services
19 on the Productions and/or other such projects produced in California for Defendants for
20 work performed. Plaintiffs worked on the Production as well as on other California
21 motion picture projects, yet not being paid in full, timely or with appropriate wage
22 statements, all due to Defendant’s insufficient funding of the payroll accounting function.

23 22. Defendants improperly failed to pay premium wages to nonunion workers
24 upon the calling of “grace” or otherwise providing a “meal period extension” under
25 agreement[s] negotiated between certain entertainment industry unions and the AMPTP.

26 23. At all relevant times mentioned herein, Wage Order 12 of the California
27 Industrial Welfare Commission applied to Plaintiffs and Class Members. In part, the
28 Wage Order reflects employer obligations regarding hours and days of work, reporting

1 time pay, records, meal periods and rest periods (obligations which the employer, here,
2 failed to fulfill, both with respect to Plaintiffs, Aggrieved Employees, and Class
3 Members). The Wage Order provides, in relevant part:

4 **3. Hours and Days of Work.**

5 (A) Daily Overtime - General Provisions

6 (1) The following overtime provisions are applicable to employees 18 years
7 of age or over and to employees 16 or 17 years of age who are not required
8 by law to attend school and are not otherwise prohibited by law from
9 engaging in the subject work. Such employees shall not be employed more
10 than eight (8) hours in any workday or more than 40 hours in any workweek
11 unless the employee receives one and one-half (1.5) times such employee's
12 regular rate of pay for all hours worked over 40 hours in the workweek.

13 Eight (8) hours of labor constitutes a day's work. Employment beyond eight
14 (8) hours in any workday or more than six (6) days in any workweek is
15 permissible provided the employee is compensated for such overtime as
16 follows:

17 (a) Employees may be employed up to a maximum of sixteen (16) hours
18 including meal periods in any one day from the time they are required and
19 do report until dismissed, provided the employee is compensated for such
20 overtime at not less than:

21 (1) For daily employees and weekly employees, excluding weekly
22 employees guaranteed more than forty (40) hours a workweek and "on call"
23 employees, one and one-half (1.5) times the employee's regular rate of pay
24 for all hours worked in excess of eight (8) hours up to and including twelve
25 (12) hours in any one workday, and for the first eight (8) hours worked on
26 the seventh (7th) consecutive day of work in a workweek; and
27
28

1 (2) Double the employee's regular rate of pay for all hours worked in excess
2 of twelve (12) hours in any workday, and for all hours worked in excess of
3 eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

4 (3) Overtime payments shall not be compounded and all payments made by
5 the employer for daily overtime on the basis herein above specified shall be
6 applied toward any sum for weekly overtime.

7 (4) The overtime rate of compensation required to be paid to a nonexempt
8 full-time salaried employee shall be computed by using the employee's
9 regular hourly salary as one fortieth (1/40) of the employee's weekly salary.
10 The overtime rate of compensation required to be paid to a nonexempt full-
11 time salaried employee shall be computed by using the employee's regular
12 hourly salary as one-fortieth (1/40) of the employee's weekly salary.

13 . . .

14 **7. Records.**

15 (A) Every employer shall keep accurate information with respect to each
16 employee including the following:

17 (1) Full name, home address, occupation and social security number.

18 (2) Birth date, if under 18 years, and designation as a minor.

19 (3) Time records showing when the employee begins and ends each work
20 period. Meal periods, split shift intervals and total daily hours worked shall
21 also be recorded. Meal periods during which operations cease and authorized
22 rest periods need not be recorded.

23 (4) Total wages paid each payroll period, including value of board, lodging,
24 or other compensation actually furnished to the employee.

25 (5) Total hours worked in the payroll period and applicable rates of pay.

26 This information shall be made readily available to the employee upon
27 reasonable request.
28

1 (6) When a piece rate or incentive plan is in operation, piece rates or an
2 explanation of the incentive plan formula shall be provided to employees.

3 An accurate production record shall be maintained by the employer.

4 (B) Every employer shall semimonthly or at the time of each payment of
5 wages furnish each employee, either as a detachable part of the check, draft,
6 or voucher paying the employee's wages, or separately, an itemized
7 statement in writing showing: (1) all deductions; (2) the inclusive dates of
8 the period for which the employee is paid; (3) the name of the employee or
9 the employee's social security number; and (4) the name of the employer,
10 provided all deductions made on written orders of the employee may be
11 aggregated and shown as one item.

12 (C) All required records shall be in the English language and in ink or other
13 indelible form, properly dated, showing month, day and year, and shall be
14 kept on file by the employer for at least three years at the place of
15 employment or at a central location within the State of California. An
16 employee's records shall be available for inspection by the employee upon
17 reasonable request.

18 . . .

19 **11. Meal Periods.**

20 (A) No employer shall employ any person for a work period of more than
21 six (6) hours without a meal period of not less than thirty (30) minutes, nor
22 more than one (1) hour. Subsequent meal period for all employees shall be
23 called not later than six (6) hours after the termination of the preceding meal
24 period.

25 (B) Unless the employee is relieved of all duty during a thirty (30) minute
26 meal period, the meal period shall be considered an "on duty" meal period
27 and counted as time worked. An "on duty" meal period shall be permitted
28 only when the nature of the work prevents an employee from being relieved

1 of all duty and when by written agreement between the parties an on-the-job
2 paid meal period is agreed to. The written agreement shall state that the
3 employee may, in writing, revoke the agreement at any time.

4 (C) If an employer fails to provide an employee a meal period in accordance
5 with the applicable provisions of this Order, the employer shall pay the
6 employee one (1) hour of pay at the employee's regular rate of
7 compensation for each work day that the meal period is not provided.

8 (D) In all places of employment where employees are required to eat on the
9 premises, a suitable place for that purpose shall be designated.

10 **12. Rest Periods.**

11 (A) Every employer shall authorize and permit all employees to take rest
12 periods, which insofar as practicable shall be in the middle of each work
13 period. The authorized rest period time shall be based on the total hours
14 worked daily at the rate of ten (10) minutes net rest time per four (4) hours
15 or major fraction thereof. However, a rest period need not be authorized for
16 employees whose total daily work time is less than three and one-half (3.5)
17 hours. Authorized rest period time shall be counted as hours worked for
18 which there shall be no deduction from wages.

19 (B) If an employer fails to provide an employee a rest period in accordance
20 with the applicable provisions of this Order, the employer shall pay the
21 employee one (1) hour of pay at the employee's regular rate of
22 compensation for each work day that the rest period is not provided.

23 Cal. Code of Regs., tit. 8, § 11120 ("Wage Order 12").

24 24. At all times relevant herein, section 201.5 of the Code provided in part:

25 (a) For purposes of this section, the following definitions apply:

26 (1) "An employee engaged in the production or broadcasting of motion
27 pictures" means an employee to whom both of the following apply:
28

1 (A) The employee’s job duties relate to or support the production or
2 broadcasting of motion pictures or the facilities or equipment used in the
3 production or broadcasting of motion pictures.

4 (B) The employee is hired for a period of limited duration to render services
5 relating to or supporting a particular motion picture production or
6 broadcasting project, or is hired on the basis of one or more daily or weekly
7 calls.

8 (2) “Daily or weekly call” means an employment that, by its terms, will
9 expire at the conclusion of one day or one week, unless renewed.

10 (3) “Next regular payday” means the day designated by the employer,
11 pursuant to Section 204, for payment of wages earned during the payroll
12 period in which the termination occurs.

13 (4) “Production or broadcasting of motion pictures” means the development,
14 creation, presentation, or broadcasting of theatrical or televised motion
15 pictures, television programs, commercial advertisements, music videos, or
16 any other moving images, including, but not limited to, productions made
17 for entertainment, commercial, religious, or educational purposes, whether
18 these productions are presented by means of film, tape, live broadcast, cable,
19 satellite transmission, Web cast, or any other technology that is now in use
20 or may be adopted in the future.

21 (b) An employee engaged in the production or broadcasting of motion
22 pictures whose employment terminates is entitled to receive payment of the
23 wages earned and unpaid at the time of the termination by the next regular
24 payday.

25 (c) The payment of wages to employees covered by this section may be
26 mailed to the employee or made available to the employee at a location
27 specified by the employer in the county where the employee was hired or
28 performed labor. The payment shall be deemed to have been made on the

1 date that the employee's wages are mailed to the employee or made
2 available to the employee at the location specified by the employer,
3 whichever is earlier.

4 (d) For purposes of this section, an employment terminates when the
5 employment relationship ends, whether by discharge, lay off, resignation,
6 completion of employment for a specified term, or otherwise.

7 (e) Nothing in this section prohibits the parties to a valid collective
8 bargaining agreement from establishing alternative provisions for final
9 payment of wages to employees covered by this section if those provisions
10 do not exceed the time limitation established in Section 204.

11 Code § 201.5. At all relevant times mentioned herein, sections 201.3 and/or 201.5 of the
12 Code controlled the final payment of wages to Plaintiffs and the Aggrieved Employees.

13 25. Defendants employed individuals such as Plaintiffs and Class Members to
14 work on the production on motion pictures, yet Defendants failed to timely or fully pay
15 them, all in violation, inter alia, of Code sections 201.5 and 204.

16 26. At all relevant times mentioned herein, section 203 of the Code provided:
17 If an employer willfully fails to pay, without abatement or reduction, in
18 accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and
19 205.5, any wages of an employee who is discharged or who quits, the wages
20 of the employee shall continue as a penalty from the due date thereof at the
21 same rate until paid or until an action therefor is commenced; but the wages
22 shall not continue for more than 30 days. An employee who secretes or
23 absents themselves to avoid payment to them, or who refuses to receive the
24 payment when fully tendered to them, including any penalty then accrued
25 under this section, is not entitled to any benefit under this section for the
26 time during which the employee so avoids payment.

27 Code § 203. By failing to pay Plaintiffs and Class Members all wages when due at
28 termination, Plaintiffs and Class Members are entitled to continuing wages pursuant to

1 section 203 of the California Labor Code.

2 27. At all times relevant herein, section 204 of the California Labor Code
3 provided in part:

4 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
5 204.2, earned by any person in any employment are due and payable twice
6 during each calendar month, on days designated in advance by the employer
7 as the regular paydays. Labor performed between the 1st and 15th days,
8 inclusive, of any calendar month shall be paid for between the 16th and the
9 26th day of the month during which the labor was performed, and labor
10 performed between the 16th and the last day, inclusive, of any calendar
11 month, shall be paid for between the 1st and 10th day of the following
12 month.

13 Cal. Lab. Code § 204.

14 28. In no event should Plaintiffs or Class Members have been paid later than the
15 time periods established by sections 201.3, 201.5 or 204 of the California Labor Code,
16 but certain payments to Plaintiffs were made days, weeks and months after they were
17 due, some have yet to be made, all leading to penalties and civil penalties under sections
18 203 and 204 of the California Labor Code. Defendants are “temporary services
19 employers” as defined by Code § 201.3 and required to pay workers no less frequently
20 than weekly.

21 29. At all times relevant herein, section 204b of the California Labor Code
22 provided in part:

23 Section 204 shall be inapplicable to employees paid on a weekly basis on a
24 regular day designated by the employer in advance of the rendition of
25 services as the regular payday.

26 Labor performed by a weekly-paid employee during any calendar week and
27 prior to or on the regular payday shall be paid for not later than the regular
28 payday of the employer for such weekly-paid employee falling during the

1 following calendar week.

2 Labor performed by a weekly-paid employee during any calendar week and
3 subsequent to the regular payday shall be paid for not later than seven days
4 after the regular payday of the employer for such weekly-paid employee
5 falling during the following calendar week.

6 Cal. Lab. Code § 204b.

7 In no event should Plaintiff, Collective Action Members, Aggrieved Employees and
8 Class Members have been paid later than the time periods established by sections 201.3,
9 201.5 and 204b of the California Labor Code, but certain payments to Plaintiffs were
10 made after they were due, all leading to penalties and civil penalties under sections 203
11 and 204 or 204b of the California Labor Code.

12 30. At all times relevant herein, section 210 of the California Labor Code provided:

13 In addition to, and entirely independent and apart from, any other penalty
14 provided in this article, every person who fails to pay the wages of each
15 employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and
16 1197.5, shall be subject to a civil penalty as follows: (a) For any initial
17 violation, one hundred dollars (\$100) for each failure to pay each employee;
18 (b) For each subsequent violation, or any willful or intentional violation, two
19 hundred dollars (\$200) for each failure to pay each employee, plus 25
20 percent of the amount unlawfully withheld.

21 Cal. Lab. Code § 210. Further, the Defendants' policy has been to devote insufficient
22 resources to the payroll accounting function, with the inevitable result that employees are
23 routinely paid in tardy fashion, in violation of the Code.

24 31. Labor Code sections 226.7, 512 and Section 12 of the Wage Order require
25 an employer to pay an additional hour of compensation for each meal period the
26 employer fails to provide. Section 12 requires that "No employer shall employ any person
27 for a work period of more than six (6) hours without a meal period of not less than thirty
28 (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall

1 be called not later than six (6) hours after the termination of the preceding meal period.”
2 Defendants failed to maintain a policy informing all Class Members of these rights.

3 32. Here, Defendants failed to apprise all Class Members of their rights
4 associated with meal periods and failed to provide timely meal periods. Defendants have
5 had a consistent policy of: (1) requiring all Class Members to take late meal breaks that
6 occurred after the first 6 hours of each shift; (2) requiring Class Members to work shifts
7 over 12 hours without providing a second meal period of 30 minutes in length; (3)
8 requiring Class Members to be available or on-call during their meal periods to respond
9 to their radio or cell phone; (4) prohibiting Class Members from leaving the work
10 premises; and (5) failing to pay such employees 1 hour of pay at the employees regular
11 rate of compensation for each workday in which a proper meal break was not provided.
12 At all relevant times mentioned herein, section 226.7 of the California Labor Code
13 provided:

14 (a) As used in this section, “recovery period” means a cooldown period
15 afforded an employee to prevent heat illness.

16 (b) An employer shall not require an employee to work during a meal or rest
17 or recovery period mandated pursuant to an applicable statute, or applicable
18 regulation, standard, or order of the Industrial Welfare Commission, the
19 Occupational Safety and Health Standards Board, or the Division of
20 Occupational Safety and Health.

21 (c) If an employer fails to provide an employee a meal or rest or recovery
22 period in accordance with a state law, including, but not limited to, an
23 applicable statute or applicable regulation, standard, or order of the
24 Industrial Welfare Commission, the Occupational Safety and Health
25 Standards Board, or the Division of Occupational Safety and Health, the
26 employer shall pay the employee one additional hour of pay at the
27 employee's regular rate of compensation for each workday that the meal or
28 rest or recovery period is not provided.

1 Cal. Lab. Code § 226.7.

2 33. At all relevant times mentioned herein, section 226 of the Code provided:

3 (a) Every employer shall, semimonthly or at the time of each payment of
4 wages, furnish each of his or her employees, either as a detachable part of
5 the check, draft, or voucher paying the employee's wages, or separately
6 when wages are paid by personal check or cash, an itemized statement in
7 writing showing (1) gross wages earned, (2) total hours worked by the
8 employee, except for any employee whose compensation is solely based on
9 a salary and who is exempt from payment of overtime under subdivision (a)
10 of Section 515 or any applicable order of the Industrial Welfare
11 Commission, (3) the number of piece rate units earned and any applicable
12 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
13 provided, that all deductions made on written orders of the employee may be
14 aggregated and shown as one item, (5) net wages earned, (6) the inclusive
15 dates of the period for which the employee is paid, (7) the name of the
16 employee and his or her social security number, except that by January 1,
17 2008, only the last four digits of his or her social security number or an
18 employee identification number other than a social security number may be
19 shown on the itemized statement, (8) the name and address of the legal
20 entity that is the employer, and (9) all applicable hourly rates in effect during
21 the pay period and the corresponding number of hours worked at each
22 hourly rate by the employee. The deductions made from payments of wages
23 shall be recorded in ink or other indelible form, properly dated, showing the
24 month, day, and year, and a copy of the statement or a record of the
25 deductions shall be kept on file by the employer for at least three years at the
26 place of employment or at a central location within the State of California.

27

28 (e) An employee suffering injury as a result of a knowing and intentional

1 failure by an employer to comply with subdivision (a) is entitled to recover
2 the greater of all actual damages or fifty dollars (\$50) for the initial pay
3 period in which a violation occurs and one hundred dollars (\$100) per
4 employee for each violation in a subsequent pay period, not exceeding an
5 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
6 award of costs and reasonable attorney’s fees.

7

8 (g) An employee may also bring an action for injunctive relief to ensure
9 compliance with this section, and is entitled to an award of costs and
10 reasonable attorney’s fees.

11 Code § 226. Defendants employed Plaintiffs and Class Members, but, in all cases,
12 Defendants failed to provide them with the data required by section 226(a) of the Code,
13 including the legal name and address of the employer, instead identifying ABCSL as the
14 “CLIENT” and Entertainment Partners Enterprises as the entity for “Unemployment
15 Info.” All of the foregoing was intentional misconduct of Defendants that injured
16 Plaintiffs and Class Members insofar as they were subjected to confusion and deprived of
17 information to which they were legally entitled.

18 34. At all relevant times mentioned herein, section 2810.3 of the Code provided:

19 (a) As used in this section:

20 (1) (A) “Client employer” means a business entity, regardless of its form,
21 that obtains or is provided workers to perform labor within its usual course
22 of business from a labor contractor.

23 . . .

24 (2) “Labor” has the same meaning provided by Section 200.

25 (3) “Labor contractor” means an individual or entity that supplies, either
26 with or without a contract, a client employer with workers to perform labor
27 within the client employer’s usual course of business.

28 . . .

1 (4) “Wages” has the same meaning provided by Section 200 and all sums
2 payable to an employee or the state based upon any failure to pay wages, as
3 provided by law.

4 (5) “Worker” does not include an employee who is exempt from the
5 payment of an overtime rate of compensation for executive, administrative,
6 and professional employees pursuant to wage orders by the Industrial
7 Welfare Commission described in Section 515.

8 (6) “Usual course of business” means the regular and customary work of a
9 business, performed within or upon the premises or worksite of the client
10 employer.

11 (b) A client employer shall share with a labor contractor all civil legal
12 responsibility and civil liability for all workers supplied by that labor
13 contractor for both of the following:

14 (1) The payment of wages.

15 (2) Failure to secure valid workers’ compensation coverage as required by
16 Section 3700.

17 (c) A client employer shall not shift to the labor contractor any legal duties
18 or liabilities under Division 5 (commencing with Section 6300) with respect
19 to workers supplied by the labor contractor.

20 (d) At least 30 days prior to filing a civil action against a client employer for
21 violations covered by this section, a worker or his or her representative shall
22 notify the client employer of violations under subdivision (b).

23 (e) Neither the client employer nor the labor contractor may take any
24 adverse action against any worker for providing notification of violations or
25 filing a claim or civil action.

26 (f) The provisions of subdivisions (b) and (c) are in addition to, and shall be
27 supplemental of, any other theories of liability or requirement established by
28 statute or common law.

1 Code § 2810.3.

2 35. At all relevant times mentioned herein, section 510(a) of the California
3 Labor Code provided:

4 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
5 one workday and any work in excess of 40 hours in any one workweek and the
6 first eight hours worked on the seventh day of work in any one workweek shall be
7 compensated at the rate of at least one and one-half times the regular rate of pay
8 for an employee. Any work in excess of 12 hours in one day shall be compensated
9 at the rate of no less than twice the regular rate of pay for an employee. In addition,
10 any work in excess of eight hours on any seventh day of a workweek shall be
11 compensated at the rate of no less than twice the regular rate of pay of an
12 employee. Nothing in this section requires an employer to combine more than one
13 rate of overtime compensation in order to calculate the amount to be paid to an
14 employee for any hour of overtime work.

15 Cal. Lab. Code § 510.

16 36. Class Members were not timely paid proper overtime wages to which they
17 were entitled in violation of Code §§ 510, 515 and 1194. Both late payment and
18 nonpayment of overtime wages for all hours worked violates the overtime wage statute.
19 Defendants are subject to the civil penalties for which provision is made in Code § 558
20 by failing to pay each Class Member their overtime wages.

21 37. At all relevant times mentioned herein, section 1194 of the Code provided:
22 Notwithstanding any agreement to work for a lesser wage, any employee
23 receiving less than the legal minimum wage or the legal overtime
24 compensation applicable to the employee is entitled to recover in a civil
25 action the unpaid balance of the full amount of this minimum wage or
26 overtime compensation, including interest thereon, reasonable attorney's
27 fees, and costs of suit.

28 Code § 1194.

1 38. At all relevant times mentioned herein, section 2802 of the California Labor
2 Code provided in part:

3 (a) An employer shall indemnify his or her employee for all necessary
4 expenditures or losses incurred by the employee in direct consequence of the
5 discharge of his or duties

6 (b) All awards made by a court . . . for reimbursement of necessary
7 expenditures under this section shall carry interest at the same rate as
8 judgments in civil actions. Interest shall accrue from the date on which the
9 employee incurred the necessary expenditure or loss.

10 (c) For purposes of this section, the term “necessary expenditures or
11 losses” shall include all reasonable costs, including, but not limited to,
12 attorney’s fees incurred by the employee enforcing rights granted by this
13 section.

14 Cal. Lab. Code § 2802. Defendants failed to reimburse Plaintiffs and Class Members for
15 necessary business expenses incurred in the performance of their duties, such as for the
16 use of a personal cell phone and for motion picture production equipment and supplies.

17 39. At all relevant times mentioned herein, section 558 of the California Labor
18 Code provided:

19 Any employer or other person acting on behalf of an employer who violates, or
20 causes to be violated, a section of this chapter or any provision regulating hours
21 and days of work in any order of the Industrial Welfare Commission shall be
22 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50)
23 for each underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For
25 each subsequent violation, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to
27 an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
28 this section shall be paid to the affected employee.

1 Cal. Lab. Code § 558. Defendants are the employers or other persons acting on behalf of
2 an employer who violated, or caused to be violated the relevant sections of the California
3 Labor Code referenced herein.

4 40. At all relevant times mentioned herein, section 558.1 of the Code provided:

5 (a) Any employer or other person acting on behalf of an employer, who
6 violates, or causes to be violated, any provision regulating minimum wages
7 or hours and days of work in any order of the Industrial Welfare
8 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
9 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

10 (b) For purposes of this section, the term “other person acting on behalf of
11 an employer” is limited to a natural person who is an owner, director,
12 officer, or managing agent of the employer, and the term “managing agent”
13 has the same meaning as in subdivision (b) of Section 3294 of the Civil
14 Code.

15 (c) Nothing in this section shall be construed to limit the definition of employer
16 under existing law.

17 Code § 558.1. Defendants are the joint employers or other persons acting on behalf of an
18 employer who violated, or caused to be violated the relevant sections of the Code
19 referenced herein.

20 **CLASS-ACTION ALLEGATIONS**

21 37. Plaintiffs bring this action on behalf of themselves and all others similarly
22 situated as a class action. Plaintiffs seek to represent a Class composed of and defined as
23 follows:

24 All persons employed by one or both of the Defendants in California in a non-
25 exempt position who worked for Defendants during the Class Period. “Class
26 Period” for purposes of identifying the members of the Settlement Class means the
27 period from (1) February 10, 2018 for any Class Member formerly or currently
28 employed by TCF, and (2) March 9, 2018 for any Class Member formerly or

1 currently employed by ABCSL (such persons are referred to as “Class Members,”
2 and such period is referred to hereafter as the “Class Period”).

3 38. This action has been brought and may be properly maintained as a class
4 action because there is a well-defined community of interest in the litigation and the
5 proposed Class is easily ascertainable.

6 39. Defendants, as to Plaintiffs and Class Members, failed to pay all accrued
7 minimum wages and overtime for all hours worked pursuant to sections 510, 515 and
8 1194 of the Code. Accordingly, each Plaintiff and Class Member is entitled to payment
9 of his or her unpaid overtime and interest as well as reimbursement of their attorneys’
10 fees and reasonable costs.

11 40. Defendants, as to Plaintiffs and Class Members, also failed to accurately
12 provide the data required by section 226(a) of the Code and, accordingly, Defendants’
13 failure to provide such data entitles Plaintiffs and each Class Member to either actual
14 damages or statutory liquidated damages, whichever is greater.

15 41. Defendants, as to Plaintiffs and Class Members, failed to timely compensate
16 the workers as required by sections 201.5, 203 and 204 of the Code and, accordingly,
17 Defendants’ failure to make timely payment entitles Plaintiffs and each Class Member to
18 statutory damages.

19 42. Defendants, as to Plaintiffs and Class Members, failed to provide meal and
20 rest breaks as required by sections 226.7, 512 of the Code and Wage Order 12, and,
21 accordingly, Defendants’ failure to provide meal and rest breaks entitles Plaintiffs and
22 Class Members to either actual damages or statutory damages, whichever is greater.

23 43. Defendants, as to Plaintiffs and Class Members, failed to reimburse business
24 expenses incurred in the performance of their duties, such as for the use of a personal cell
25 phone and for motion picture production equipment and supplies, as required by section
26 2802 of the Code, and, accordingly, Defendants’ failure to reimburse necessary business
27 expenses entitles Plaintiffs and Class Members to unreimbursed business expenses.

28 **A. Numerosity**

1 44. The potential members of the Class as defined are so numerous that joinder
2 of all the members of the Class is impracticable. The number of Class Members is great,
3 but not so great as to make the class unmanageable. It therefore is impractical to join
4 each Class Member as a named plaintiff. Accordingly, utilization of a class action is the
5 most economically feasible means of determining the merits of this litigation.

6 45. Despite the size of the proposed Class, the Class Members are readily
7 ascertainable through an examination of the records that Defendants are required by law
8 to keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable
9 by an examination of those same records.

10 **B. Commonality**

11 46. There are questions of law and fact common to the Class that predominate
12 over any questions affecting only individual Class Members. These common questions of
13 law and fact include, without limitation:

- 14 a. Whether Defendants failed to pay all wages in a timely fashion in violation
15 of sections 201.3, 201.5, 203 and/or 204 of the Code.
- 16 b. Whether Defendants' failure to provide accurate itemized wage statements
17 to each and every employee violates section 226(a).
- 18 c. Whether Defendants' failure to provide meal breaks to each and every
19 employee violates section 226.7 and 512 and requires payment of additional
20 wages in an amount equal to one hour of wages per day for each day on
21 which the employee experienced a missed, tardy or truncated meal break,
22 whether on account of being expected to respond to walkie-talkie queries or
23 otherwise.
- 24 d. Whether Defendants' failure to provide rest breaks to each and every
25 employee violates section 226.7 and requires payment of additional wages in
26 an amount equal to one hour of wages per day for each day on which the
27 employee experienced a missed or truncated rest break, whether on account
28 of being expected to respond to walkie-talkie queries or otherwise.

- 1 e. Whether Defendants untimely and/or nonpayment of wages give rise to
- 2 liquidated damages for failure to pay minimum wages under section 1194.2.
- 3 f. Whether Defendants failed to pay proper overtime wages to Class Members
- 4 under Code sections 510, 515 and 1194.
- 5 g. Whether Defendants failed to reimburse necessary business expenses to
- 6 Class Members under Code sections 2802.
- 7 h. Whether Class Members are entitled to restitution due to Defendants' unfair
- 8 or unlawful business practices under Cal. Bus & Prof. Code sections 17200
- 9 *et seq.*

10 **C. Typicality**

11 47. There is a well-defined community of interest in the questions of law and
12 fact common to the Class Members.

13 48. The claims of the named Plaintiffs are typical of the claims of the Class,
14 which claims all arise from the same general operative facts, namely, Defendants did not
15 compensate its employees as required by the Code and applicable Wage Order. Plaintiffs
16 and all members of the Class sustained injuries and damages arising out of and caused by
17 the Defendants' common course of conduct in violation of laws, regulations that have the
18 force and effect of law, and statutes as alleged herein. Plaintiffs have no conflict of
19 interest with the other Class Members and are able to represent the Class Members'
20 interests fairly and adequately.

21 **D. Adequacy of Representation**

22 49. Plaintiffs will fairly and adequately represent and protect the interests of the
23 members of the Class. Counsel who represent Plaintiffs are competent and experienced in
24 litigation large employment class actions. Neither Plaintiffs nor their counsel have any
25 conflict with the Class.

26 **E. Superiority of Class Action**

27 50. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Class Members is not

1 practicable, and questions of law and fact common to the Class predominate over any
2 questions affecting only individual members of the Class. Each member of the Class has
3 been damaged and is entitled to recovery by reason of Defendants’ illegal policy and/or
4 practice of failing to pay hourly wages, failing to pay overtime wages, failing to provide
5 Class Members rest and meal periods without legal compensation. Class action treatment
6 will allow those similarly situated persons to litigate their claims in the manner that is
7 most efficient and economical for the parties and the judicial system. Plaintiffs are
8 unaware of any difficulties that are likely to be construed in the management of this
9 action that would preclude its maintenance as a class action. The disposition of all claims
10 of the members of the Class in a class action, rather than in individual actions, benefits
11 the parties and the Court. The interest of the Class Members in controlling the
12 prosecution of separate claims against Defendants is small when compared with the
13 efficiency of a class action.

14 15 **COLLECTIVE ACTION ALLEGATIONS**

16 51. Plaintiffs seeks to represent all non-exempt employees during the period
17 beginning no earlier than three years prior to the filing hereof to the mailing of the FLSA
18 Opt-In Notice (such persons are referred to hereafter as “Collective Action Members.”

19 52. Plaintiffs are similarly situated to the Collective-Action Members in that
20 Plaintiffs and the Collective-Action Members were employed by Defendant and in that
21 Defendant did not pay Plaintiffs and the Collective-Action Members their overtime
22 and/or minimum wages when due.

23 53. This action is maintainable as an “opt-in” collective action pursuant to 29
24 U.S.C. § 216(b).

25 54. All Collective-Action Members should be given notice and be allowed to
26 given their consent in writing to participate in—in other words, to opt into—the
27 collective action pursuant to 29 U.S.C. § 216(b).

FIRST CAUSE OF ACTION

(Continuing Wages, California Labor Code § 201.3, 201.5, 203, 204
On Behalf of Plaintiffs and the Class Against All Defendants)

55. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

56. Defendants employed Plaintiff. As of the date of filing of this Complaint, Plaintiffs have not been timely compensated in full for their services.

57. Upon information and belief, Plaintiffs, Aggrieved Employees and the Class have not been timely compensated for their services. Plaintiffs and the Class consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie-talkies, cell phones and/or radios on their persons, turned on and audible at all times, including during their faux rest periods and faux meal breaks and/or they were precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are entitled to an additional thirty minutes of earned wages for each faux meal break as well as the applicable premium wage.

58. Defendants' failure to compensate Plaintiffs and Class Members within the time for which provision is made by section 201.5 of the California Labor Code, despite their knowledge of their obligation to do so, was and is "willful" as the word is used in section 203.

59. Pursuant to section 203 of the California Labor code, Plaintiffs and Class Members are entitled to continuing wages from Defendants in an amount according to proof. Plaintiffs and Class Members are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the California Labor Code.

SECOND CAUSE OF ACTION

(Failure to Provide Compliant Pay Stubs, Cal. Lab. Code § 226(a)
On Behalf of Plaintiffs and the Class Against Defendants)

60. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint as though fully set forth herein.

1 worked more than 6-hour and/or 12-hour shifts. However, they were required to keep
2 their walkie-talkies, cell phones or radios on their persons, turned on and audible at all
3 times, including their rest periods and meal breaks and/or they were precluded from
4 leaving the set during their breaks. Accordingly, they were denied their breaks and are
5 entitled to an additional thirty minutes of wages for each faux meal break. ABCSL kept
6 records of each individual member of the crew to whom a walkie-talkie was issued so
7 that it could insure the return to it of the device.

8 67. Because Defendants failed to properly provide the proper meal periods,
9 it is liable to Plaintiffs for one hour of additional pay at the regular rate of compensation
10 for each workday that the proper meal periods were not provided.

11 68. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members
12 have been deprived of premium wages, and/or other compensation in amounts to be
13 determined at trial, and are entitled to recovery of such amounts, plus interest thereon, and
14 costs.

15
16 **FOURTH CAUSE OF ACTION**

17 (Failure to Provide Rest Breaks, Cal. Lab. Code § 226.7 and IWC Wage Order)
18 On Behalf of Plaintiffs and the Class Against Defendants)

19 69. Plaintiffs reallege and incorporate by reference each and every allegation set
20 forth in this Complaint as though fully set forth herein.

21 70. Code Section 226.7 requires an employer to pay an additional hour of
22 compensation for each rest period the employer fails to provide a compliant rest period.
23 Employees are entitled to a rest period of ten minutes for every four hours worked or
24 major fraction thereof, all as detailed in Brinker.

25 71. Upon information and belief, Plaintiff Mann, Aggrieved Employees and the
26 Class have not been timely compensated in full for their services. They consistently
27 worked more than 4-hour shifts. However, they were required to keep their walkie-
28 talkies or radios on their persons, turned on and audible at all times, including their rest
periods and meal breaks and/or they were precluded from leaving the set during their

1 breaks. Accordingly, they were denied their rest breaks and are entitled to a premium
2 wage for each day that a rest break was not provided.

3 72. By its failure to provide required breaks to Plaintiffs and Class Members,
4 Defendants willfully violated the provisions of Labor Code sections 226.7 and IWC Wage
5 Order 12.

6 73. Plaintiffs and Class Members were not permitted to leave the set of the
7 Production for any purported rest periods. They were also required to be available via
8 radio or cell phone at all times.

9 74. Because Defendants failed to properly provide the proper rest breaks, it is
10 liable to Plaintiffs and Class Members for one hour of additional pay at the regular rate of
11 compensation for each workday that the proper rest breaks were not provided, pursuant to
12 Labor Code section 226.7 and IWC Wage Order 12.

13 75. Pursuant to Code section 226.7, Plaintiffs and the Class are entitled to
14 damages in an amount equal to one hour of wages per missed rest break, in an amount
15 according to proof.

16 **FIFTH CAUSE OF ACTION**

17 (Damages for Unpaid Overtime Compensation,
18 California Labor Code §§ 510, 515, 558.1 and 1194
19 On Behalf of Plaintiffs and the Class Against All Defendants)

20 76. Plaintiffs reallege and incorporate herein by reference the allegations
21 contained in this Complaint as though fully set forth herein.

22 77. Plaintiffs, as well as the Class Members, worked many hours for
23 Defendants, including overtime, without compensation for work performed, as required
24 by law. Aggrieved Employees were routinely deprived of thirty minutes of compensation
25 for services, as Defendants routinely participated in a scheme to force half hour
26 deductions from wages, even though the crew were required to respond to colleagues'
27 queries, whether by walkie-talkies, cell phone "apps", or otherwise. For example, with
28 respect to walkie-talkies, crew were issued specific devices for each span of service for

1 ABCSL, and ABCSL kept track of which device was issued to each member of the crew
2 so Defendants could account for each of the devices which were issued to crew for their
3 use while working for ABCSL. At the conclusion of their service, each member of the
4 crew returned his or her walkie-talkie to appropriate ABCSL employee.

5 78. Plaintiffs and Class Members are entitled to recover such unpaid overtime
6 under section 1194 of the California Labor Code in an amount according to proof.
7 Plaintiffs and Class Members are also entitled to recover costs and reasonable attorneys'
8 fees under section 1194 of the California Labor Code.

9
10 **SIXTH CAUSE OF ACTION**

(Damages for Unpaid Minimum Wages,
Code §§ 1194, 1194.2 and 1198

11 On Behalf of Plaintiffs and the Class Against All Defendants)

12 79. Plaintiffs reallege and incorporate herein by reference the allegations
13 contained in this Complaint as though fully set forth herein.

14 80. Plaintiffs and the Class Members, worked many hours for Defendants,
15 without compensation for work performed, as required by law. Both late payment and
16 non-payment of minimum wages violate the state statute requiring the payment of a
17 minimum hourly wage.

18 81. Plaintiffs and Class Members are entitled to recover liquidated damages
19 under section 1194.2 of the California Labor Code in an amount according to proof .
20 Plaintiffs and Class Members are also entitled to recover costs and reasonable attorneys'
21 fees under section 1194 of the California Labor Code.

22
23 **SEVENTH CAUSE OF ACTION**

(Failure to Reimburse Necessary Expenses, Cal. Lab. Code §2802

24 On Behalf of Plaintiffs and the Class Against All Defendants)

25 82. Plaintiffs reallege and incorporate herein by reference the allegations
26 contained in this Complaint as though fully set forth herein.

27 83. In discharge of their duties, Defendants required Plaintiffs and Class
28 Members to make purchases and/or rent equipment for their work on the set of a motion

1 picture production. Plaintiffs and Class Members were required to use their personal
2 cellphones but were not reimbursed for such use.

3 84. Pursuant to section 2802 of the Labor Code, Plaintiffs and Class Members
4 are entitled to reimbursement of their out-of-pocket expenses from Defendants and
5 damages in addition to interest thereon, attorney's fees and costs.

6
7 **EIGHTH CAUSE OF ACTION**

8 (Failure to Provide Employment Records Upon Request Cal. Lab. Code § 226(b)
9 On Behalf of Plaintiffs Against All Defendants)

10 85. Plaintiffs reallege and incorporate herein by reference the allegations
11 contained in this Complaint as though fully set forth herein.

12 86. Pursuant to Labor Code section 226(b), an employer shall afford current and
13 former employees the right to inspect or copy the records pertaining to that current or
14 former employee, upon reasonable request to the employer.

15 87. Plaintiffs have requested that Defendants permit inspection or copying of
16 Plaintiffs' employment records pursuant to Labor Code section 226(b). Defendants failed
17 to provide Plaintiffs employment records within 21 days of the requests.

18 88. Pursuant to Labor Code Section 226(b) and (f), Plaintiffs are entitled, and
19 hereby seek to recover from Defendants a seven-hundred-fifty dollar (\$750) penalty, per
20 Plaintiff, reasonable attorney's fees, and the costs of bringing this cause of action.

21 **NINTH CAUSE OF ACTION**

22 (Failure to Provide Employment Records Upon Request Cal. Lab. Code § 1198.5
23 On Behalf of Plaintiffs Against All Defendants)

24 89. Plaintiffs reallege and incorporate herein by reference the allegations
25 contained in this Complaint as though fully set forth herein.

26 90. Pursuant to Labor Code section 1198.5, an employer shall make the contents
27 of an employee's personnel records available for inspection.

28 91. Plaintiffs requested that Defendants permit inspection or copying of the
personnel records pursuant to Labor Code section 1198.5. Defendants have failed to

1 provide Plaintiffs with an opportunity to inspect or copy the employment records within
2 30 days of the request.

3 92. Pursuant to Labor Code Section 1198.5(k), Plaintiffs are entitled, and hereby
4 seeks to recover from Defendants a seven-hundred-fifty dollar (\$750) penalty, per
5 Plaintiff, reasonable attorney’s fees, and the costs of bringing this cause of action.

6
7 **TENTH CAUSE OF ACTION**

8 (Unfair Business Practices On Behalf of Plaintiffs and the Class Members Against All
9 Defendants)

9 93. Plaintiffs reallege and incorporate herein by reference the allegations
10 contained in this Complaint as though fully set forth herein.

11 94. Business and Professions Code section 17200 *et seq.* prohibits acts of unfair
12 competition, including any “unlawful, unfair, or fraudulent business act or practice.” Cal.
13 Bus. & Prof. Code § 17200 *et seq.* Plaintiffs allege that Defendants engaged in unfair
14 business practices in California by the above-described failure to timely pay all wages
15 due including overtime wages.

16 95. Defendants’ violation of California wage and hour laws as herein articulated
17 constitutes a business practice because Defendants’ aforementioned acts and omissions
18 were done repeatedly over a significant period of time, and in a systematic manner, to the
19 detriment of Plaintiffs.

20 96. As a result of Defendants’ unfair and unlawful business practices,
21 Defendants have reaped unfair and illegal profits during the relevant time period herein at
22 the expense of Plaintiffs and the Class Members and members of the public. Defendants
23 should be made to disgorge its ill-gotten gains and to restore them to Plaintiffs and Class
24 Members.

25 97. The actions of Defendants entitle Plaintiffs to seek the remedies available
26 under section 17200 *et seq.* Plaintiffs seek full restitution of said amounts from
27 Defendants, as necessary and according to proof, to restore any and all amounts—
28 including interest—withheld, acquired, or converted by Defendants by means of the

1 unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on
2 behalf of the general public, further seeks attorney’s fees and costs pursuant to sections
3 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition,
4 Plaintiffs seek the appointment of a receiver as necessary.

5 **ELEVENTH CAUSE OF ACTION**

6 (California Labor Code § 2698 et seq. Civil Penalties

7 On Behalf of Plaintiffs, the California Labor & Workforce Development Agency and
8 Aggrieved Employees Against All Defendants)

9 98. Plaintiffs reallege and incorporate herein by reference the allegations
10 contained in this Complaint as though fully set forth herein.

11 99. Pursuant to section 2699.3(a)(1) of the Labor Code, Plaintiffs submitted
12 their PAGA Claim Notice online to the California Labor and Workforce Development
13 Agency (“LWDA”) and notified the LWDA of the specific provisions of the Labor Code
14 alleged to have been violated by Defendants, including the theories set forth in the
15 Complaint. Plaintiffs also gave written notice by certified mail to Defendants.

16 100. At all relevant times, California Labor Code section 2699.3(a)(2)(A)
17 provided:

18 The agency shall notify the employer and the aggrieved employee or
19 representative by certified mail that it does not intend to investigate the
20 alleged violation within 60 calendar days of the postmark date of the notice
21 received pursuant to Paragraph (1). Upon receipt of that notice or if no
22 notice is provided within 65 calendar days of the postmark date of the notice
23 given pursuant to Paragraph (1), the aggrieved employee may commence a
24 civil action pursuant to Section 2699.

25 Cal. Lab. Code § 2699.3(a)(2)(A).

26 101. Plaintiffs seek to recover the PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in Arias v. Superior Court,
28 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

102. Plaintiffs seek to bring a representative action on behalf of themselves and
the State of California as well as on behalf of a group of Aggrieved Employees defined
as: Plaintiffs and/or other persons who performed services for one or more of the
Defendants on the Production or other such projects produced in California (“Aggrieved

1 Employees”) during the period from one year prior to the filing of the PAGA Notice
2 against each respective Defendant until such date as may be approved by the Court.

3 103. Plaintiffs will seek civil penalties pursuant to PAGA for violations of the
4 following Labor Code provisions:

5
6 **1. Failure to provide payroll records in violation of Code § 226(b).**

7 Employers must afford current and former employees the right to inspect or copy
8 the records pertaining to that current or former employee, upon reasonable request to the
9 employer. Aggrieved Employees have requested but have not been provided with an
10 opportunity to inspect or copy all payroll records within 21 days of request. Upon
11 information and belief, many Aggrieved Employees have requested their payroll records
12 but have not been given access to them pursuant to section 226(b). Code § 2699(f)(2)
13 imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial
14 violations, and \$200 per pay period per Aggrieved Employee for subsequent violations
15 for all Code provisions for which a civil penalty is not specifically provided.

16
17 **2. Failure to personnel records in violation of Code § 1198.5.**

18 Employers must afford current and former employees the right to inspect or copy
19 the personnel records pertaining to that current or former employee, upon reasonable
20 request to the employer. Aggrieved Employees have requested have not been provided
21 with an opportunity to inspect or copy all personnel records within 30 days of request.
22 Upon information and belief, many Aggrieved Employees have requested their personnel
23 records but have not been given access to them pursuant to section 1198.5. Code §
24 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for
25 initial violations, and \$200 per pay period per Aggrieved Employee for subsequent
26 violations for all Code provisions for which a civil penalty is not specifically provided.

27
28 **3. Failure to provide records in violation of Code § 432.**

Employers are required to give a copy of any instrument relating to the obtaining
or holding of employment, if signed by an employee, upon request. Plaintiffs have
requested such documents but have not received them. Upon information and belief,
other Aggrieved Employees have requested their signed documents but have not been
provided a copy. Code § 2699(f)(2) imposes a civil penalty of \$100 per pay period per
Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved
Employee for subsequent violations for all Code provisions for which a civil penalty is
not specifically provided.

**4. Failure to timely pay wages during employment in violation of Code §§ 204
and 210.**

Aggrieved Employees were not compensated during their employment by the
times prescribed by section 204 due to the failure to allocate sufficient resources to the
payroll function. The failure of Defendants to make timely payments within the time
provided for has been and is “willful” within the meaning of such word as used in Section
210 of the Code.

Defendants failed to pay Plaintiffs and Aggrieved Employees all wages for a
weekly payroll period within 7 calendar days following the close of the payroll period in
violation of Code §§ 204(d) and 210. Plaintiffs and Aggrieved Employees were paid after
the 7th day following the close of the payroll period in violation of these statutes.

Accordingly, each Aggrieved Employee who was not timely paid his or her timely

1 wages during their employment is entitled to civil penalties. Code section 210 provides
2 for a penalty of \$100 for each initial violation and \$200 for each subsequent, or willful or
intentional violation plus 25 percent of the amount unlawfully withheld.

3 **5. Failure to pay wages and/or final wages in violation of Code §§ 201.5 and 203.**

4 With respect to violations of Code § 201.5, the failure of Defendants to make final
5 payments within the time provided for has been and is “willful” within the meaning of
6 such word as used in Section 203 of the Code. Code section 203 provides that if “an
employer willfully fails to pay...any wages of an employee who is discharged or who
quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.”

7 Here, Plaintiffs and Aggrieved Employees were not timely paid all wages due upon
8 their separation from Defendants’ employ.. As such, Defendants failed to pay Plaintiffs
and Aggrieved Employees all wages due at the time of termination or within seventy-two
(72) hours of their resignation, and have failed to pay those sums for thirty (30) days
9 thereafter in violation of Code § 203.

10 Accordingly, each Aggrieved Employee who was not timely paid his or her final
wages is entitled to civil penalties. Code § 2699(f)(2) imposes a civil penalty of \$100 per
11 pay period per Aggrieved Employee for initial violations, and \$200 per pay period per
Aggrieved Employee for subsequent violations for all Code provisions for which a civil
penalty is not specifically provided.

12 **6. Wages by check on which payment refused under Code § 203.1.**

13 Certain of the Aggrieved Employees were intentionally paid their wages with
14 checks that subsequently were refused payment due to insufficient funds. Code § 203.1
provides that:

15 If an employer pays an employee in the regular course of employment or in
16 accordance with Section 201, 201.3, 201.5, 201.7, or 202 any wages or
fringe benefits, or both, by check, draft or voucher, which check, draft or
17 voucher is subsequently refused payment because the employer or maker has
no account with the bank, institution, or person on which the instrument is
18 drawn, or has insufficient funds in the account upon which the instrument is
drawn at the time of its presentation, so long as the same is presented within
19 30 days of receipt by the employee of the check, draft or voucher, those
wages or fringe benefits, or both, shall continue as a penalty from the due
20 date thereof at the same rate until paid or until an action therefor is
commenced [up to 30 days].

21 Here, Aggrieved Employees were not paid immediately after a dishonored check
22 was presented to Defendants and waited up to, or more than 30 days, to be paid after
23 informing Defendants.

24 **7. Unlawful Deductions under Code § 221.**

25 Under Code §§ 221, 222 and 223, it is “unlawful for any employer to collect or
26 receive from an employee any part of wages theretofore paid by said employer to said
employee” and it is “unlawful to secretly pay a lower wage while purporting to pay the
27 wage designated by statute or by contract.” Section 222 states that with respect to wages
agreements via a collective bargaining agreement, an employer may not wilfully,
28 unlawfully or with “intent to defraud an employee, a competitor, or any other person, []

1 withhold from said employee any part of the wage agreed upon.”

2 Here, Defendants made improper deductions for which Aggrieved Employees did
3 not expressly authorize in writing. Plaintiffs and Aggrieved Employees were paid less
4 than the wages they were owed because they had to cover extra costs and expenses that
5 were not reimbursed or otherwise were deducted from pay.

6 Section 225.5 provides for a civil penalty of \$100 for each failure to pay each
7 employee in an initial violation and \$200 for each failure to pay each employee in a
8 subsequent violation, plus 25 percent of the amount unlawfully withheld.

9 **8. Failure to provide itemized wage statements in violation of Code § 226(a).**

10 Aggrieved Employees have not been provided a wage statement as required by
11 Code section 226(a). The foregoing was the intentional misconduct of Defendants that
12 was intended to mislead and injure Aggrieved Employees insofar as they were subjected
13 to confusion and deprived of information to which they were legally entitled.

- 14 a. The wage statements failed to include, among other required information, “all
15 deductions, provided that all deductions made on written orders of the employee
16 may be aggregated and shown as one item”
- 17 b. “all applicable hourly rates in effect during the pay period and the corresponding
18 number of hours worked at each hourly rate by the employee” The wage statements
19 failed to include, among other required information, the “name and address of the
20 legal entity that is the employer” as it:
- does not reflect the full legal name of the employer
 - misstates that the employer is only a “Client”
- 21 b. “all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee”

23 Section 226(e) provides that any employee who suffers injury as a result of a
24 knowing and intentional failure by the employer to comply with its obligation to provide
25 wage statements containing all of the information referenced above is entitled to recover.
26 Section 226.3 provides for a civil penalty of \$250 per employee per violation in an initial
27 violation and \$1,000 per employee for each violation in a subsequent violation, for which
28 the employer fails to provide the employee a wage deduction statement or fails to keep
the records required in subdivision (a) of Section 226.

9. Failure to provide sick leave information under Code §§ 245.5 and 246.

Code sections 245.5 and 246(i) provide that “[a]n employer shall provide an
employee with written notice that sets forth the amount of paid sick leave available, or
paid time off leave an employer provides in lieu of sick leave, for use on either the
employee’s itemized wage statement described in Section 226 or in a separate writing
provided on the designated pay date with the employee’s payment of wages.” Here,
Defendants have systematically and intentionally failed to set forth the amount of sick
leave available, or paid time off leave an employer provides in lieu of sick leave, on the
itemized wage statements described in Section 226. Defendants did not issue wage
statements to Plaintiffs and many Aggrieved Employees.

Code § 248.5(e) provides “equitable relief on behalf of the aggrieved as may be
appropriate to remedy the violation, including reinstatement, backpay, the payment of
sick days unlawfully withheld, . . . any person or entity enforcing this article on behalf of
the public as provided for under applicable state law shall, upon prevailing, be entitled
only to equitable, injunctive, or restitutionary relief, and reasonable attorney’s fees and
costs.”

1 **10.Failure to furnish information under Code § 2810.5.**

2 Aggrieved Employees were entitled to certain information in writing at the time of
3 hiring including, among other items, the following:

- 4 a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day,
5 week, salary, piece, commission, or otherwise, including any rates for overtime,
6 as applicable.
- 7 b) The regular payday designated by the employer in accordance with the
8 requirements of this code.
- 9 c) The name of the employer, including any “doing business as” names used by
10 the employer.
- 11 d) The physical address of the employer’s main office or principal place of
12 business, and a mailing address, if different.
- 13 e) The telephone number of the employer.
- 14 f) The name, address, and telephone number of the employer’s workers’
15 compensation insurance carrier.
- 16 g) That an employee: may accrue and use sick leave; has a right to request and use
17 accrued paid sick leave; may not be terminated or retaliated against for using or
18 requesting the use of accrued paid sick leave; and has the right to file a
19 complaint against an employer who retaliates.

20 All Aggrieved Employees were not provided with all of the required information under
21 Section 2810.5

22 **11.Failure to provide proper meal periods under Code § 226.7 and Wage Order §**
23 **11.**

24 Aggrieved Employees were not provided with timely meal periods in violation of
25 Code section 226.7 and Applicable Wage Order section 11. For example, Plaintiffs
26 worked over 6 or 12 hours in a day but were not provided with compliant meal break(s)
27 and were not otherwise compensated. Aggrieved Employees were not permitted to leave
28 the production set for meal periods.

 Code §§ 226.7, 512 and Section 12 of the Applicable Wage Order require an
employer to pay an additional hour of compensation for each meal period the employer
fails to provide. Section 12 requires that “No employer shall employ any person for a
work period of more than six (6) hours without a meal period of not less than thirty (30)
minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be
called not later than six (6) hours after the termination of the preceding meal period.”
Defendants failed to maintain a policy informing all Aggrieved Employees of these
rights.

 Here, Defendants failed to apprise all Aggrieved Employees of their rights
associated with meal periods and failed to provide timely meal periods. Defendants have
had a consistent policy of: (1) requiring all Aggrieved Employees to take late meal breaks
that occurred after the first 6 hours of each shift; (2) required Aggrieved Employees to
work shifts over 12 hours without providing a second meal period of 30 minutes in
length; and (3) failed to pay such employees 1 hour of pay at the employees regular rate
of compensation for each workday in which a proper meal break was not provided.

 Additionally, Defendants maintained a policy of automatically deducting 30
minutes from each shift that Plaintiffs and the Aggrieved Employees worked. This “auto-
deduct” policy was unlawful and did not account for whether the employees took their
meal periods, were interrupted with work, took meal periods late, and/or took meal

1 periods of less than 30 minutes.

2 Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per
3 Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved
4 Employee for subsequent violations for all Labor Code provisions for which a civil
5 penalty is not specifically provided.

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12.Failure to provide proper rest periods under Code § 226.7 and Wage Order § 12.

All Aggrieved Employees were not provided with timely rest periods in violation of Code section 226.7 and Applicable Wage Order section 12. Aggrieved Employees were not permitted to leave the set of the Production for any purported rest periods. They were required to be available via radio or cell phone at all times. Plaintiffs and Aggrieved Employees were neither informed of nor otherwise provided with compliant rest breaks. Defendants failed to provide all Aggrieved Employees with rest breaks of not less than 10 minutes per 4-hour work period, or major fraction thereof. On a regular and consistent basis, Defendants failed to provide all Aggrieved Employees with a third rest period despite regularly requiring Aggrieved Employees to work over 10 hours. As such, Defendants failed to provide all Aggrieved Employees with compliant rest periods. Further, Plaintiffs and the Aggrieved Employees were not compensated with 1 hour of wages for each missed rest period as required by Code § 226.7.

Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

Failure to reimburse necessary business expenses under Code § 2802.

Aggrieved Employees were not reimbursed for necessary business expenses. Section 2802 requires that an employer indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendants have failed to reimburse Plaintiffs and Aggrieved Employees the cost of using their personal cell phones for business related purposes. Defendants required that Plaintiffs and the Aggrieved Employees be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. These cell phones were not provided by Defendants, and Defendants failed to reimburse Aggrieved Employees for the costs associated with using these personal cell phones. They were also not reimbursed for the provision and use of personal protective equipment, traffic management and motion picture production equipment and supplies necessary to perform their job duties.

Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

13.Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198.

Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. The Labor Code requires an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Plaintiffs and other Aggrieved Employees were not paid at the proper

1 corresponding rate for all hours worked, including overtime as a result of the following:

- 2 1. Defendants did not record actual hours and failed to pay for all time spent
- 3 driving/and or travelling from site to site.
- 4 2. Defendants' failure to calculate the correct overtime rate under Code § 515.
- 5 3. Plaintiffs and the Aggrieved Employees are routinely paid until an arbitrary time in
- 6 the day and not until they have ceased working.

7 Code § 558 imposes a civil penalty in addition to any other penalty provided by
8 law of \$50 for initial violations for each underpaid employee for each pay period for
9 which the employee was underpaid in addition to an amount sufficient to recover unpaid
10 wages, and \$100 for subsequent violations for each underpaid employee for each pay
11 period for which the employee was underpaid in addition to an amount sufficient to
12 recover underpaid wages.

13 **14. Failure to keep complete and accurate payroll records.**

14 Defendants failed to keep complete and accurate payroll records relating to
15 Aggrieved Employees in accordance with Code section 1174(d). Willful failure to
16 maintain accurate and complete records required by section 1174(d) is subject to a civil
17 penalty of \$500. Cal. Lab. Code § 1174.5.

18 **15. Failure to furnish reporting time pay in violation of Applicable Wage Order §**
19 **5.**

20 Defendants failed to compensate for reporting time pay. Upon information and
21 belief, Aggrieved Employees reported to work but were not put to work or not furnished
22 at least half of the usual or scheduled hours. If an employee is required to report to work
23 but is not put to work or is furnished less than half of the employee's usual or scheduled
24 day's work, such Aggrieved Employees are entitled to be paid for half the usual or
25 scheduled day's work. Code section 2699(f)(2) imposes a civil penalty of \$100 per pay
26 period per Aggrieved Employee for initial violations, and \$200 per pay period per
27 Aggrieved Employee for subsequent violations for all Labor Code provisions for which a
28 civil penalty is not specifically provided.

19 **ELEVENTH CAUSE OF ACTION**

20 (FLSA, 29 U.S.C. §201)

21 (On Behalf of Plaintiffs and Members of the Collective Action Against All Defendants)

22 104. Plaintiffs reallege and incorporate herein by reference the allegations
23 contained in this Complaint as though fully set forth herein.

24 105. Plaintiffs are informed and believe, and on that basis allege, that Defendants
25 are employers engaged in an enterprise in interstate commerce pursuant to the Fair Labor
26 Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*

27 106. Plaintiffs were not timely paid his wages, including the minimum wage and
28 overtime. Plaintiffs and Collective Action Members worked many hours each day during
their employment as herein alleged including over forty hours per week.

1 107. Under the FLSA, Plaintiffs and Collective Action Members are entitled to
2 recover from Defendants their liquidated damages for hours worked, as well as costs and
3 attorney’s fees

4 108. Defendants failed to compensate Plaintiffs and Collective Action Members
5 as required by the FLSA.

6 109. Defendants’ violations were willful and intentional.

7 110. Plaintiffs and Collective Action Members are entitled to damages for unpaid
8 wages and/or the associated liquidated damages in an amount to be proven at trial.

9 111. Plaintiffs bring this claim on a collective-action basis pursuant to the FLSA.
10 The FLSA permits an employee to bring an action for unpaid wages on “behalf of
11 himself . . . and other employees similarly situated,” so long as all similarly situated
12 employees “give[] [their] consent in writing to become . . . a party.” 29 U.S.C. § 216(b).
13 On information and belief, none were timely paid all wages as required by sections 201.3,
14 201.5, 202, 203 and/or 204 of the California Labor Code

15 **WHEREFORE**, Plaintiffs pray judgment as follows:

16 1. That the Court certify a Class and Collective Action.

17 2. That, under the First Cause of Action, it be adjudged that the failure of
18 Defendants to make payment of Plaintiffs’ and Class Members’ wages was in violation of
19 section 201.3, 201.5, 203 and/or 204 of the California Labor Code, and was “willful” as
20 that word is used in section 203 of the California Labor Code, and that the Court enter
21 judgment against Defendants in favor of Plaintiffs and Class Members in an amount
22 according to law and proof, interest thereon, and costs and reasonable attorneys’ fees in
23 accordance with the provisions of Code section 218.5.

24 3. That, under the Second Cause of Action for Failure to Provide Compliant
25 Wage Statements, this Court enter judgment in favor of Plaintiffs and Class Members
26 against Defendants. That judgment be entered in favor of Plaintiffs and the Class in an
27 amount according to proof, and costs and reasonable attorneys’ fees in accordance with
28

1 the provisions of Code section 226(e).

2 4. That, under the Third Cause of Action, this Court enter judgment in favor of
3 Plaintiffs and Class Members in the amount of unpaid overtime wages according to
4 proof, including interest thereon, reasonable attorneys' fees and cost of suit, and enter
5 judgment against Defendants in the amount of damages according to proof, each
6 Plaintiff, interest thereon, reasonable attorneys' fees and cost of suit.

7 5. That, under the Fourth Cause of Action, this Court enter judgment in favor
8 of Plaintiffs and Class Members and award them their damages, penalties, liquidated
9 damages, reasonable attorney's fees and costs of suit, all according to proof, of no less
10 than \$400 for Plaintiffs, pursuant to section 218.5, 1194, 1194.2 and other relevant
11 sections of the Labor Code.

12 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of
13 Plaintiffs and Class Members and award them their damages, penalties, and costs of suit,
14 all according to proof, each Plaintiff, pursuant to section 218.5 and other relevant sections
15 of the Labor Code.

16 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of
17 Plaintiffs and Class Members and award them their damages, penalties, and costs of suit,
18 all according to proof, pursuant to section 218.5 and other relevant sections of the Labor
19 Code.

20 8. That, with respect to the Seventh Cause of Action, this Court enter judgment
21 in favor of Plaintiffs and Class Members against all Defendants in an amount according
22 to proof, each Plaintiff, interest thereon, costs and reasonable attorney's fees in
23 accordance California Labor Code section 2802(c).

24 9. That, with respect to the Eighth Cause of Action, this Court enter judgment
25 in favor of Plaintiffs against Defendants of \$750 each, reasonable attorney's fees, and the
26 costs of bringing this cause of action under Labor Code Section 226(b) and (f).

27 10. That, with respect to the Ninth Cause of Action, this Court enter judgment in
28 favor of Plaintiffs against Defendants of \$750 each, reasonable attorney's fees, and the

1 costs of bringing this cause of action pursuant to Labor Code Section 1198.5(k).

2 11. That, under the Tenth Cause of Action, it be adjudged that Defendants'
3 violations of the applicable Wage Order and above cited sections of the California Labor
4 Code, and violated section 17200 *et seq.* of the California Business and Professions Code.
5 Accordingly, Plaintiffs request that the Court order Defendants to pay restitution with
6 interest to Plaintiffs and Class Members. Finally, Plaintiffs request that the Court award
7 Plaintiffs' reasonable attorneys' fees and costs, pursuant to section 218.5 of the Labor
8 Code and section 1021.5 of the California Code of Civil Procedure.

9 12. That, with respect to the Eleventh Cause of Action this Court award
10 Plaintiffs, the State of California, and other former and current Aggrieved Employees
11 their civil penalties, attorney's fees, and costs of suit, all according to proof, pursuant to
12 the cited sections of the Labor Code and the applicable Wage Orders as heretofore
13 articulated.

14 13. That, with respect to the Twelfth Cause of Action this Court enter award
15 Plaintiffs and members of the Collective Action the damages, liquidated damages,
16 attorney's fees, and costs of suit, all according to proof, pursuant to the Fair Labor
17 Standards Act.

18 14. For such further relief as the Court may order, including attorney's fees,
19 costs, and interest pursuant to Labor Code sections 218.5 and 218.6, and Code of Civil
20 Procedure section 1021.5, in an amount according to proof.

21 DATED: July 10, 2023

HARRIS & RUBLE

22 

23

Alan Harris
24 *Attorney for Plaintiffs*

Exhibit 1

FLSA CONSENT FORM

Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

12/6/2021

Date

William Mann

Print Name

DocuSigned by:

William Mann

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Signature

Exhibit 2

FLSA CONSENT FORM


Pursuant to the provisions of 29 U.S.C. § 216(b), the Fair Labor Standards Act, I hereby consent to be a party plaintiff to this action.

6/4/2021

Date

Alex Rojas

Print Name

DocuSigned by:

ED41F026CE0F4C9...
Signature

PROOF OF SERVICE

I am attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, California 91203. On July 10, 2023, I served the within documents:

SECOND AMENDED COMPLAINT

Hand Delivery: I caused such envelope to be delivered by hand in person to:

N/A

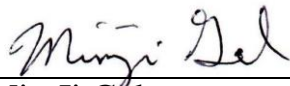
Facsimile: I caused such envelope to be delivered by e-mail or fax to:

N/A

Electronic Service: I cause the above-entitled document(s) to be served through the Corut’s CM/ECF system addressed to all parties appearing on the electronic service list for the above-entitled case and on the interested parties in this case:

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I declare under penalty of perjury that the above is true and correct. Executed on July 10, 2023, at Los Angeles, California.



Min Ji Gal