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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANDREW BARROSO, individually and on
behalf of a class of similarly situated persons,

Plaintiff,

v.

UMG RECORDINGS, INC. dba DEF JAM
RECORDINGS, a Delaware Corporation;
CORPORATE MANAGEMENT
SOLUTIONS, INC., a California Corporation;
ANTHONY LOW, an individual; and DOE 1
through and including DOE 10,

Defendants.

Case No:

**COMPLAINT—CLASS ACTION &
PRIVATE ATTORNEY GENERAL ACT
LAW ENFORCEMENT ACTION**

1. Cal. Lab. Code §§ 201.5 and 203, Continuing Wages
2. Cal. Lab. Code § 226(a), Failure to Provide Compliant Pay Stubs
3. Cal. Lab. Code §§ 510, 515 and 1198, Failure to Pay Overtime
4. Cal Lab. Code §§ 1194, 1197 and 1197.1, Failure to Pay Minimum Wages
5. Cal. Bus. & Prof. Code § 17200, Unfair Competition
6. Cal. Lab. Code §2698 et seq., PAGA

JURY TRIAL DEMANDED

1 Plaintiff Andrew Barroso, by and through their undersigned attorneys, alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This is a class action seeking relief under state law on account of tardy wages, damages,
4 continuing wages, liquidated damages, penalties, restitution and attorneys' fees and costs.

5 2. Emergency Rule 9 as promulgated by the Judicial Council of California provides:
6 "Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that
7 exceed 180 days are tolled from April 6, 2020, until October 1, 2020." The Advisory Committee
8 Comment notes that: "Emergency rule 9 is intended to apply broadly to toll any statute of limitations on
9 the filing of a pleading in court asserting a civil cause of action."

10 3. Venue as to Defendants is proper in this judicial district, pursuant to California Business
11 & Professions Code section 17203 and California Code of Civil Procedure sections 395(a) and 395.5.
12 Defendants maintain an office, transact business, have an agent, or are found in the County of Los
13 Angeles and are within the jurisdiction of this Court for purposes of service of process.

14 **INTRODUCTION**

15 4. This Complaint is a law enforcement action under the California Labor Code Private
16 Attorneys General Act ("PAGA"), seeking, among other things, statutory civil penalties, attorneys' fees
17 and reimbursement of costs.

18 5. Plaintiff has provided statutory notice to the California Labor and Workforce
19 Development Agency ("LWDA") of the claims set forth in this Complaint and to Defendants. The
20 Complaint asserts a claim for relief under PAGA on behalf of all individuals who were engaged in the
21 production or broadcasting of motion pictures as defined in Labor Code § 201.5(a)(4) who worked for
22 Defendants during the period commencing one year prior to the submission of Plaintiff's PAGA Claim
23 Notice to the LWDA on February 13, 2020 (such persons hereinafter referred to as the "Aggrieved
24 Employees").

25 6. Plaintiff seeks to represent a Class of all individuals who were engaged in the production
26 or broadcasting of motion pictures as defined in Labor Code § 201.5(a) by Defendant UMG at any time
27 during the period commencing four years prior to the filing of this Complaint (the "Class Members").

28 7. Plaintiff Andrew Barroso is an individual, who, during the time periods relevant to this

1 Complaint, was and is a resident of the County of Los Angeles, State of California, and a member of
2 International Alliance of Theatrical Stage Employees (“IATSE”), Local 728 (Studio Electrical Lighting
3 Technicians), a labor union (“Local 728”).

4 8. Corporate Management Solutions, Inc. (hereinafter, “CMS”), is a California Corporation
5 which is also known as CMS Productions, an unknown business entity.¹

6 9. Anthony Low is a resident of Los Angeles County, State of California and is the sole
7 owner of CMS.

8 10. Defendant UMG Recordings, Inc. dba Def Jam Recordings (“UMG”) is a Delaware
9 Corporation, which is owned by Universal Music Group and is headquartered in the County of Los
10 Angeles.

11 11. Defendants Doe One through and including Doe Ten are sued herein under the provisions
12 of section 474 of the California Code of Civil Procedure. Plaintiff is currently ignorant of the true
13 names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued
14 herein under fictitious names and therefore sue such defendants by such fictitious names. Plaintiff will
15 seek leave to amend this complaint to allege the true names and capacities of said fictitiously named
16 defendants when their true names and capacities have been ascertained. Plaintiff is informed and believe
17 and thereon alleges that each of the fictitiously named defendants is legally responsible in some manner
18 for the events and occurrences alleged herein, and for the damages suffered by Plaintiff.

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

27
28 ¹ Search of an internet database for entities registered as fictitious business names in the County of Los Angeles does not provide reference to CMS Productions, at all.

GENERAL ALLEGATIONS

13. Plaintiff worked as a crew member in connection with the November 25, 2019, filming of a music video for UMG at The Biltmore Hotel in the City of Los Angeles (the “Production”). A copy of information relating to a Film Permit for the Production is attached hereto as Exhibit 1.

14. With respect to work on the Production, Plaintiff was hired by CMS, CMS being a signatory to the Collective Bargaining Agreements (“CBA”) for both Local 399 and Local 728. CMS is identified as “CMS Productions” on the wage statement issued to Plaintiff and others. Exhibit 2 consists of a partially redacted copy of the wage statement issued to Plaintiff and others in connection with the Production. The wage statement was prepared and mailed to Plaintiff in tardy fashion, no sooner than on December 16, 2019. The wage statement confirms that the Production was on a weekly pay period, running from Sunday to Saturday.

15. Upon information and belief, CMS produced other music videos, commercials and other filmed projects. The Call Sheet² lists Doomsday as the “Production Company,” while the wage statements (Exhibit 2) list “CMS Productions” as the “Controlling Employer.” The wage statements fail to identify the employer, particularly since CMS has denied it plays the role of employer.

16. Exhibit 3 also describes the record label “Def Jam Recordings,” a division of UMG Recordings, Inc., an entity which is owned by Universal Music Group, Inc.

17. CMS was recorded as the Production Company on payroll records with respect to the Production. (Exhibit 2).

18. Plaintiff worked as a crewmember on the Production on or about Monday, November 25, 2019. Once employment ended, wages were due by no later than on or about Friday, December 6, 2019. However, wages were not prepared until much later, the paycheck being dated December 16, 2019, and sent by mail, no sooner than on December 16, 2019.

19. Plaintiff and Class Members should have been paid in full for their accrued minimum

² According to Wikipedia, “**call sheet** is a filmmaking term for the schedule crafted by the assistant director, using the director's shot list. It is issued to the cast and crew of a film production to inform them of where and when they should report for a particular day of filming. The production schedule is listed by **call time**, the time when people are expected to start work on a film set.” https://en.wikipedia.org/wiki/Daily_call_sheet (last accessed Jan. 25, 2020).

1 wages and overtime, provided legally compliant wage statements, and reimbursed for all expenses no
2 later than as required by the Code §§ 201.5 and 203. The Production appears to have been commenced
3 for the benefit of UMG. CMS and UMG were joint employers of Plaintiff and others who provided
4 services on the Production, acting as Labor Contractors under the Code §2810.3. More than thirty days
5 prior to the filing hereof, CMS and UMG were provided Notice as required by the applicable law, Cal.
6 Lab. Code § 2810.3 (“At least 30 days prior to filing a civil action against a client employer for
7 violations covered by this section, a worker or the worker's representative shall notify the client
8 employer of violations under subdivision (b)”).

9 20. UMG was a joint employer, a Client Employer under California Labor Code § 2810.3, or
10 other person acting on behalf of an employer, with respect to all Plaintiff and Class Members. Upon
11 information and belief, UMG was provided employees by UMG and CMS, each of which was a Labor
12 Contractor for UMG with respect to the Production and other productions.

13 21. CMS and UMG were joint employers of Plaintiff, as they hired Plaintiff and others, and
14 had the authority to control and direct their work, but failed to ensure that Plaintiff was timely paid.
15 CMS was the union signatory labor contractor that supplied union workers for the Production.

16 22. Upon information and belief, Universal was a joint employer, client employer under §
17 2810.3 or other person acting on behalf of an employer, with respect to all Plaintiff and Class Members
18 who worked on productions for UMG.

19 23. UMG was a Client Employer under California Labor Code § 2810.3. Upon information
20 and belief, UMG was provided employees by UMG and/or CMS, each of which was a Labor Contractor
21 for UMG.

22 24. Upon information and belief, Defendants produced other motion pictures as defined in
23 section 201.5(a)(4) in which they violated the Labor Code.

24 25. Defendants failed to fully compensate Plaintiff and other persons who performed services
25 for the Production. Plaintiff and the Class Members worked on the Production, toiling in excess of eight
26 hours in a single day, yet they were not paid timely or with appropriate wage statements, all due to
27 Defendants’ insufficient funding of the payroll accounting function.

28 26. At all relevant times mentioned herein, Wage Order 12 of the California Industrial

Welfare Commission applied to Plaintiff and Class Members. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay and records (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and Class Members). The Wage Order provides, in relevant part:

3. Hours and Days of Work.

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1.5) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime as follows:

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

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

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

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

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

...

7. Records.

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

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

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

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

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

3 (5) Total hours worked in the payroll period and applicable rates of pay. This information
4 shall be made readily available to the employee upon reasonable request.

5 (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of
6 the incentive plan formula shall be provided to employees. An accurate production record
7 shall be maintained by the employer.

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

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

20 Cal. Code Regs., Title 8 §§ 11110, 11120.

21 27. At all relevant times mentioned herein, section 201.5 of the California Labor Code
22 provided in part:

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

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

26 (A) The employee's job duties relate to or support the production or broadcasting of
27 motion pictures or the facilities or equipment used in the production or broadcasting of
28 motion pictures.

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

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

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

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

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

3 (c) The payment of wages to employees covered by this section may be mailed to the
4 employee or made available to the employee at a location specified by the employer in
the county where the employee was hired or performed labor. The payment shall be
5 deemed to have been made on the date that the employee's wages are mailed to the
employee or made available to the employee at the location specified by the employer,
whichever is earlier.

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

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

10 Cal. Lab. Code § 201.5. At all relevant times mentioned herein, section 201.5 of the California Labor
11 Code controlled the final payment of wages to Plaintiff and the Class Members.

12 28. At all relevant times mentioned herein, section 203 of the California Labor Code
13 provided:

14 If an employer willfully fails to pay, without abatement or reduction, in accordance with
15 Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who
16 quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until action therefore is commence; but the wages shall not
17 continue for more than 30 days.

18 Cal. Lab. Code § 203.

19 29. By failing to pay Plaintiff and Class Members all wages when due at the end of
20 employment, Plaintiff and Class Members are entitled to continuing wages pursuant to section 203 of
21 the California Labor Code.

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

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

27 Cal. Lab. Code § 204.

28 31. In no event should Plaintiff or the Class Members have been paid later than the time

1 periods established by sections 201.5, 203 or 204 of the California Labor Code, but certain payments to
2 Plaintiff and the Class Members were made weeks after they were due, leading to penalties and civil
3 penalties under sections 203 and 204 of the California Labor Code.

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

5 (a) In addition to, and entirely independent and apart from, any other penalty provided in
6 this article, every person who fails to pay the wages of each employee as provided in
7 Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject
8 to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each
9 failure to pay each employee; (2) For each subsequent violation, or any willful or
10 intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
11 plus 25 percent of the amount unlawfully withheld.

12 (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant
13 to Section 98 or by the Labor Commissioner as a civil penalty through the issuance of a
14 citation or pursuant to Section 98.3. The procedures for issuing, contesting, and enforcing
15 judgments for citations issued by the Labor Commissioner under this section shall be the
16 same as those set forth in subdivisions (b) through (k), inclusive, of Section 1197.1.

17 (c) An employee is only entitled to either recover the statutory penalty provided for in
18 this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699,
19 but not both, for the same violation.

20 Cal. Lab. Code § 210. Further, the Defendants' policy has been to devote insufficient resources to the
21 payroll accounting function, with the inevitable result that employees are routinely paid in tardy fashion,
22 in violation of sections 203 and 204 of the California Labor Code.

23 33. At all relevant times mentioned herein, section 510(a) of the California Labor Code
24 provided:

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

Cal. Lab. Code § 510.

34. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Class
Members.

1 35. Plaintiff and Class Members were not timely paid the minimum wages and/or overtime to
2 which they were entitled. Accordingly, they are entitled to liquidated damages under section 1194.2.

3 36. At all relevant times mentioned herein, section 558.1 of the California Labor Code
4 provided:

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

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

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

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

18 Upon information and belief, Defendants CMS and Low violated or caused to be violated one or more
19 “provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare
20 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802” as
21 they controlled the payment of wages.

22 37. At all relevant times mentioned herein, section 558 of the California Labor Code
23 provided:

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

Wages recovered pursuant to this section shall be paid to the affected employee.

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

38. At all relevant times mentioned herein, section 226(a) of the California Labor Code

1 provided:

2 (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to
3 his or her employee, either as a detachable part of the check, draft, or voucher paying the
4 employee's wages, or separately if wages are paid by personal check or cash, an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
6 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
7 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
8 basis, (4) all deductions, provided that all deductions made on written orders of the
9 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
10 inclusive dates of the period for which the employee is paid, (7) the name of the
11 employee and only the last four digits of his or her social security number or an
12 employee identification number other than a social security number, (8) the name and
13 address of the legal entity that is the employer and, if the employer is a farm labor
14 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
15 legal entity that secured the services of the employer, and (9) all applicable hourly rates
16 in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
18 services employer as defined in Section 201.3, the rate of pay and the total hours worked
19 for each temporary services assignment. The deductions made from payment of wages
20 shall be recorded in ink or other indelible form, properly dated, showing the month, day,
21 and year, and a copy of the statement and the record of the deductions shall be kept on
22 file by the employer for at least three years at the place of employment or at a central
23 location within the State of California. . . .

24 Cal. Lab. Code § 226. Defendants did not provide Plaintiff or other Class Members wage statements
25 with all required information, including but not limited to, the legal name and address of the employer.
26 "CMS Productions" is not the legal name of a business that can be found in the California Secretary of
27 State. A fictitious business name search in Los Angeles County renders no result for "CMS
28 Productions." The inclusive dates of the period for which the employee is paid is not included in the
29 wage statements.

30 39. At all relevant times mentioned herein, section 2810.3 of the California Labor Code
31 provided:

32 (a) As used in this section:

33 (1) (A) "Client employer" means a business entity, regardless of its form, that obtains or
34 is provided workers to perform labor within its usual course of business from a labor
35 contractor.

36 . . .

37 (2) "Labor" has the same meaning provided by Section 200.

38 (3) "Labor contractor" means an individual or entity that supplies, either with or without
39 a contract, a client employer with workers to perform labor within the client employer's
40 usual course of business.

41 . . .

- (4) "Wages" has the same meaning provided by Section 200 and all sums payable to an employee or the state based upon any failure to pay wages, as provided by law.
- (5) "Worker" does not include an employee who is exempt from the payment of an overtime rate of compensation for executive, administrative, and professional employees pursuant to wage orders by the Industrial Welfare Commission described in Section 515.
- (6) "Usual course of business" means the regular and customary work of a business, performed within or upon the premises or worksite of the client employer.
- (b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:
- (1) The payment of wages.
- (2) Failure to secure valid workers' compensation coverage as required by Section 3700.
- (c) A client employer shall not shift to the labor contractor any legal duties or liabilities under Division 5 (commencing with Section 6300) with respect to workers supplied by the labor contractor.
- (d) At least 30 days prior to filing a civil action against a client employer for violations covered by this section, a worker or his or her representative shall notify the client employer of violations under subdivision (b).
- (e) Neither the client employer nor the labor contractor may take any adverse action against any worker for providing notification of violations or filing a claim or civil action.
- (f) The provisions of subdivisions (b) and (c) are in addition to, and shall be supplemental of, any other theories of liability or requirement established by statute or common law.
- ...

Cal. Lab. Code § 2810.3. UMG was a client employer of Plaintiff and CMS and/or UMG was the labor contractor. CMS and/or UMG were contracted to provide personnel for the Production.

CLASS-ACTION ALLEGATIONS

40. Plaintiff brings this action on behalf of himself and all others similarly situated as a class action pursuant to section 382 of the Code of Civil Procedure. Plaintiff seeks to represent a "203" Class composed of and defined as follows:

For the period from April 5, 2016 to the date of the decision on a Motion for Class Certification herein, all persons paid tardy wages or never paid all accrued wages on account of services provided to UMG and/or CMS (such persons are referred to hereafter as "203 Class Members," and such period is referred to hereafter as the "203 Class Period"), tardy wages being those paid after the time requirements of sections 201.5, 203, and/or 204 of the California Labor Code.

Plaintiff seeks to represent a "226 Class" composed of and defined as follows:

For the period from April 5, 2019 to the date of a decision on a Motion for Class Certification herein, all persons who were issued a wage statement on account of services provided to UMG and/or CMS (such persons are referred to hereafter as "226 Class Members," and such period is referred to hereafter as the "226 Class Period").

1 **A. Numerosity**

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

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

10 **B. Commonality**

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

- 14 a. Whether Defendants are liable as joint employers, Labor Contractors or other persons
15 acting on behalf of an employer.
- 16 b. Whether Defendants failed to pay all wages in a timely fashion in violation of sections
17 201.5, 203 and/or 204 of the Code.
- 18 c. Whether Defendants' failure to provide accurate itemized wage statements to each and
19 every employee violates section 226(a).
- 20 d. Whether Defendants' untimely and/or nonpayment of wages give rise to liquidated
21 damages for failure to pay minimum wages under section 1194.2.

22 **C. Typicality**

23 44. There is a well-defined community of interest in the questions of law and fact common to
24 the Class Members.

25 45. The claims of the named Plaintiff are typical of the claims of Class Members. Their
26 claims all arise from the same general operative facts, namely, Defendants did not compensate its
27 employees as required by the Code and applicable Wage Order. Plaintiff and all members of the Class
28 sustained injuries and damages arising out of and caused by Defendants in violation of laws, regulations

1 that have the force and effect of law, and statutes as alleged herein. Plaintiff has no conflict of interest
2 with the other Class Members and is able to represent the Class Members' interests fairly and
3 adequately.

4 **D. Adequacy of Representation**

5 46. Plaintiff will fairly and adequately represent and protect the interests of the members of
6 each Class. Counsel who represents Plaintiff is competent and experienced in litigation of employment
7 class actions, particularly in the motion picture industry. Neither Plaintiff nor his counsel have any
8 conflict with either Class.

9 **E. Superiority of Class Action**

10 47. A class action is superior to other available means for the fair and efficient adjudication
11 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and
12 fact common to the Class predominate over any questions affecting only individual members of the
13 Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants'
14 illegal policy and/or practice of failing to pay wages in timely fashion. Class action treatment will allow
15 those similarly situated persons to litigate their claims in the manner that is most efficient and
16 economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely
17 to be encountered in the management of this action that would preclude its maintenance as a class
18 action. The disposition of all claims of the members of the Class in a class action, rather than in
19 individual actions, benefits the parties and the Court. The interest of the Class Members in controlling
20 the prosecution of separate claims against Defendants is small when compared with the efficiency of a
21 class action.

22 **FIRST CAUSE OF ACTION**

23 (Continuing Wages, California Labor Code §§ 201.5, 203
24 On Behalf of Plaintiff and the 203 Class Against All Defendants)

25 48. Plaintiff realleges and incorporates herein by reference the allegations contained in this
26 Complaint as though fully set forth herein.

27 49. Defendants employed Plaintiff. Plaintiff has not been timely compensated in full for his
28 services.

50. Other Class Members have not been timely compensated for their services.

51. Defendants' failure to compensate Plaintiff and 203 Class Members who provided services to UMG and/or CMS on or after April 5, 2017 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.

52. Pursuant to section 203 of the California Labor Code, Plaintiff and the Class Members who provided services to UMG and/or CMS on or after April 5, 2017 are entitled to continuing wages from Defendants in an amount according to proof. Plaintiff and Class Members are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the California Labor Code in the total sum of at least \$500,000.

SECOND CAUSE OF ACTION

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

53. Plaintiff realleges and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

54. Defendants failed to provide Plaintiff and the 226 Class with wage statements conforming to the requirements of section 226(a) of the Code.

55. The foregoing was intentional misconduct of Defendants that injured Plaintiff and Class Members insofar as they were deprived of information to which they were legally entitled, including but not limited to the name and address of the legal entity that is the employer, and all applicable rates of pay.

56. The failure of Defendants to provide compliant wage statements violates section 226(a) of the Code. The failure caused Class Members injury by depriving them of information to which they are legally entitled. Accordingly, Plaintiff and Class Members who were provided defective wage statements on account of services Class Members provided to UMG and/or CMS on or after April 5, 2019 are entitled to damages in an amount according to proof and costs and reasonable attorney's fees in accordance with the provisions of Code section 226(e), all in a sum according to proof. Plaintiff is entitled to an amount according to proof of at least \$50, not including interest thereon, reasonable

1 attorneys' fees and cost of suit.

2 **THIRD CAUSE OF ACTION**

3 (Damages for Unpaid Overtime Compensation,
4 California Labor Code §§ 510, 515 and 1198

5 On Behalf of Plaintiff and the 203 Class Against All Defendants)

6 57. Plaintiff realleges and incorporates herein by reference the allegations contained in this
7 Complaint as though fully set forth herein.

8 58. Plaintiff, as well as the 203 Class, worked many hours for Defendants, including
9 overtime, without compensation for work performed, as required by law.

10 59. At all relevant times mentioned herein, section 515(d)(2) of the California Labor Code
11 provided:

12 Payment of a fixed salary to a nonexempt employee shall be deemed to provide
13 compensation only for the employee's regular, nonovertime hours, notwithstanding any
14 private agreement to the contrary

15 Cal. Lab. Code § 515(d)(2).

16 60. Plaintiff and the 203 Class who provided services to UMG and/or CMS on or after April
17 5, 2017 are also entitled to recover an amount according to proof, of at least \$3,000. Plaintiff and the
18 203 Class Members who provided services to UMG and/or CMS on or after April 5, 2017 are also
19 entitled to recover costs and reasonable attorneys' fees under section 1194 of the California Labor Code.

20 **FOURTH CAUSE OF ACTION**

21 (Damages for Unpaid Minimum Wages,
22 California Labor Code §§ 1194, 1194.2 and 1198

23 On Behalf of Plaintiff and the 203 Class Against All Defendants)

24 61. Plaintiff realleges and incorporates herein by reference the allegations contained in this
25 Complaint as though fully set forth herein.

26 62. Plaintiff and the Class, worked many hours for Defendants, without compensation for
27 work performed, as required by law.

28 63. Plaintiff and the Class who provided services to UMG and/or CMS on or after April 5,
2017 are entitled to recover liquidated damages under section 1194.2 of the California Labor Code in an
amount according to proof. Plaintiff and Class Members are also entitled to recover costs and
reasonable attorneys' fees under section 1194 of the California Labor Code.

FIFTH CAUSE OF ACTION

(Unfair Business Practices On Behalf of Plaintiff and the 203 Class Members Against All Defendants)

64. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

65. Business and Professions Code section 17200 et seq. prohibits acts of unfair competition, including any “unlawful, unfair, or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200 et seq. Plaintiff alleges that Defendants have engaged in unfair business practices in California by the above-described failure to pay all accrued wages.

66. Defendants’ violations of the California wage and hour laws constitutes a business practice because Defendants’ aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class Members.

67. Defendants have avoided payment of wages and other benefits required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order.

68. As a result of Defendants’ unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and the Class Members and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and Class Members.

69. The actions of Defendants entitle Plaintiff to seek the remedies available under section 17200 et seq. Plaintiff seeks full restitution of said amounts from Defendants, as necessary and according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein. Plaintiff, on behalf of themselves, as well as on behalf of the general public, further seeks attorney’s fees and costs pursuant to sections 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seek the appointment of a receiver as necessary.

SIXTH CAUSE OF ACTION

(California Labor Code § 2698 et seq. Civil Penalties
(On Behalf of Plaintiff, the California Labor & Workforce Development Agency
and Aggrieved Employees Against All Defendants)

70. Plaintiff realleges and incorporates herein by reference the allegations contained in this

1 Complaint as though fully set forth herein.

2 71. On February 13, 2020, pursuant to section 2699.3(a)(1) of the Labor Code Plaintiff
3 submitted his PAGA Claim Notice online to the California Labor and Workforce Development Agency
4 (“LWDA”) and notified the LWDA of the specific provisions of the Labor Code alleged to have been
5 violated by Defendants, including the theories set forth in the Complaint. Also on that day, Plaintiff
6 gave written notice by certified mail to Defendants’ Registered Agents for Service of Process of the
7 specific provisions of the Labor Code alleged to have been violated by Defendants.

8 72. Plaintiff seeks to represent all Aggrieved Employees, defined as all individuals who were
9 engaged in the production or broadcasting of motion pictures as defined in Labor Code § 201.5(a)(4) for
10 Defendant UMG who worked during the period commencing one year prior to the submission of
11 Plaintiff’s PAGA Claim Notice to the LWDA.

12 73. At all relevant times, California Labor Code section 2699.3(a)(2)(A) provided:
13
14 The agency shall notify the employer and the aggrieved employee or representative by certified
15 mail that it does not intend to investigate the alleged violation within 60 calendar days of the
16 postmark date of the notice received pursuant to Paragraph (1). Upon receipt of that notice or if
no notice is provided within 65 calendar days of the postmark date of the notice given pursuant
to Paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.
Cal. Lab. Code § 2699.3(a)(2)(A).

17 74. When sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiff
18 has passed, Plaintiff may “commence a civil action pursuant to Section 2699.” Cal. Lab. Code §
19 2699.3(a)(2)(A). More than sixty-five calendar day have passed since Plaintiff gave written notice of
20 the PAGA violations to the LWDA and Defendants.

21 75. Plaintiff contends that sections 201.5, 203, 204, 210, 226, 226.7, 226.8, 510, 512, 515,
22 558, 558.1, 1194, 1197, 1198, 2802, and 2699 *et seq.* of the Labor Code enables them to recover civil
23 penalties under PAGA, as well as attorney’s fees and costs, from Defendants, through a civil action on
24 behalf of themselves and other Aggrieved Employees.

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

1 77. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
2 Code provisions:

3 78. **Failure to timely pay wages during employment to Plaintiff and Aggrieved**
4 **Employees in violation of Labor Code §§ 204 and 210.** Plaintiff was not compensated twice during
5 each calendar month for wages earned by the times prescribed by section 204. Plaintiff contend that the
6 failure of Defendants to make timely payments within the time provided for has been and is “willful”
7 within the meaning of such word as used in Section 210 of the California Labor Code and that,
8 accordingly, each Aggrieved Employee who was not timely paid his or her timely wages during their
9 employment is entitled to civil penalties. Labor Code section 210 provides for a penalty of \$100 for
10 each initial violation and \$200 for each subsequent, or willful or intentional violation plus 25 percent of
11 the amount unlawfully withheld.

12 79. **Failure to pay wages and/or final wages to Plaintiff and Aggrieved Employees in**
13 **violation of Labor Code §§ 201.5 and 203.** With respect to violations of Labor Code § 201.5, Plaintiff
14 contends that the failure of Defendants to make final payments within the time provided for has been
15 and is “willful” within the meaning of such word as used in Section 203 of the California Labor Code
16 and that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is
17 entitled to civil penalties. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period
18 per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
19 subsequent violations for all Labor Code provisions for which a civil penalty is not specifically
20 provided.

21 80. **Failure to provide compliant itemized wage statements to Plaintiff and Aggrieved**
22 **Employees in violation of Labor Code § 226(a).** Plaintiff and other Aggrieved Employees have not
23 been provided a wage statement as required by Labor Code section 226(a). The foregoing was the
24 intentional misconduct of Defendants that was intended to mislead and injure Plaintiff and other
25 Aggrieved Employees insofar as they were subjected to confusion and deprived of information to which
26 they were legally entitled. Section 226.3 provides that employers are subject to a civil penalty in the
27 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
28 thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the

1 employer fails to provide the employee a wage deduction statement or fails to keep the records required
2 in subdivision (a) of Section 226.

3 **81. Failure to provide proper rest and meal periods to Plaintiff and Aggrieved**
4 **Employees.** Plaintiff and Aggrieved Employees were not provided with timely meal and rest periods in
5 violation of Labor Code section 226.7 and the applicable Living Wage Order sections 11 and 12. Labor
6 Code section 226.7 requires “one additional hour of pay at the employee’s regular rate of compensation
7 for each workday that the meal or rest or recovery period is not provided.” For example, on days in
8 which Plaintiff worked in excess of 12 hours, Plaintiff was not provided sufficient breaks.

9 **82. Failure to reimburse necessary business expenses under Labor Code § 2802.** Plaintiff
10 and Aggrieved Employees were not reimbursed for necessary business expenses. Labor Code 2699 *et*
11 *seq.* imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial
12 violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for
13 all Labor Code provisions for which a civil penalty is not specifically provided.

14 **83. Improper classification of employees as independent contractors in violation of**
15 **Labor Code § 226.8.** Upon information and belief some Aggrieved Employees were willfully
16 misclassified as independent contractors even though they were employees. Labor Code section 226.8
17 requires “a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
18 thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by
19 law.” If the employer is found to have engaged in a “pattern or practice” of misclassifying employees, it
20 is subject to a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-
21 five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted
22 by law.” Cal. Lab. Code § 226.8(c).

23 **84. Failure to pay minimum and overtime wages to Plaintiff and Aggrieved Employees**
24 **in violation of Labor Code §§ 510, 558, 1194, and 1198.** Both late payment and non-payment of
25 minimum wages violate the state statute requiring the payment of a minimum hourly wage. Labor Code
26 section 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50)
27 for initial violations for each underpaid employee for each pay period for which the employee was
28 underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred (\$100) for

subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

85. **Failure to keep complete and accurate payroll records.** Failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

86. With respect to violations of Labor Code sections 201.5 and 203 Plaintiff contends that the failure of Defendants to make payments within the time provided for has been and is “willful” within the meaning of such word as used in Section 203 of the California Labor Code and that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties for which provision is made in Section 210 of the Labor Code on account of violations of section 204.

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

WHEREFORE, Plaintiff pray judgment as follows:

1. That the Court certify the Class.

2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the failure of Defendants to make payment of Plaintiff’s and Class Members’ wages was in violation of section 201.5, 203 and 204 of the California Labor Code, and was “willful” as that word is used in section 203 of the California Labor Code, and that the Court enter judgment against Defendants in favor of Plaintiff and Class Members. That judgment be entered in favor of Plaintiff and the Class Members in an amount according to law and proof, interest thereon, and costs and reasonable attorneys’ fees in accordance with the provisions of California Labor Code section 218.5.

3. That, under the Second Cause of Action for Failure to Provide Compliant Wage Statements, this Court enter judgment in favor of Plaintiff and Class Members against Defendants. That judgment be entered in favor of Plaintiff of at least \$50 and the 226 Class in an amount according to proof, and costs and reasonable attorneys’ fees in accordance with the provisions of California Labor

1 Code section 226(e).

2 4. That, under the Third Cause of Action for Failure to Pay Overtime, this Court enter
3 judgment in favor of Class Members and Plaintiff against Defendants in the amount of unpaid wages,
4 damages according to proof, interest thereon, and costs and reasonable attorneys' fees pursuant to
5 sections 1194.

6 5. That, under the Fourth Cause of Action for Failure to Pay Minimum Wages, this Court
7 enter judgment in favor of Class Members and Plaintiff against Defendants, the amount of liquidated
8 damages according to proof, interest thereon, and costs and reasonable attorneys' fees pursuant to
9 sections 1194 and 1194.2.

10 6. That, with respect to the Fifth Cause of Action for Unfair Competition, this Court enter
11 judgment in favor of Plaintiff and the Class Members against Defendants in an amount according to
12 proof. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore
13 any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of
14 the unfair practices complained of herein. Plaintiff, on behalf of himself, as well as on behalf of the
15 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and
16 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seeks the appointment of a receiver as
17 necessary.

18 7. That, with respect to the Sixth Cause of Action this Court award Plaintiff, the State of
19 California, and other former and current Aggrieved Employees their civil penalties, attorney's fees, and
20 costs of suit, all according to proof, pursuant to sections 201.5, 203, 204, 210, 226, 226.7, 510, 512, 515,
21 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, 2802 and 2699 et seq. of the Labor Code and the applicable
22 Wage Orders as heretofore articulated.

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

26 DATED: September 30, 2020

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff

Index to Exhibits

Exhibit 1 - Film Permits for the “Yummy” Music Video

Exhibit 2 - Plaintiff’s partially redacted wage statement

Exhibit 3 - Partially redacted Call Sheet on the “Yummy” Music Video Production

Exhibit 1

**Permit #F00159368**

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information**Permit No:** F00159368**Type of Permit:** FILMING**Release Date:** 11/25/2019**Production Company** DOOMSDAY ENTERTAINMENT**Producer** TBD TBD**Insured Company Name** DOOMSDAY ENTERTAINMENT**Director** TBD TBD

Contact Phone No. 1 213-395-0998

1st AD TBD TBD

Contact Phone No. 2

Fax

Production Manager TBD TBDAddress 811 TRACTION AVE
LOS ANGELES, California 90013**FilmL.A. Coordinator** Hans Groszkruger**Production Title** DINNER PARTY**Location Manager** RICH BOKIDES**Type of Production** Commercial - Standard

Primary Phone Mobile - 310-956-0708

Secondary Phone

Location Assistant N/A N/A

Primary Phone Mobile - 555-555-5555

Secondary Phone

Fees

Notification Charge \$173.00

Total Permit Fee \$2,889.00

FILMLA NON-REFUNDABLE FILM APPLICATION FEE \$699.00

Number of Locations 1

LA CITY LANE AND STREET CLOSURE FEE \$312.00

LA CITY FIRE SAFETY OFFICER \$1,620.00

LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE \$85.00



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Summary Information

Location

Location 1 of 1

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Permit Number F00159368
Production Company DOOMSDAY ENTERTAINMENT
Insured Company DOOMSDAY ENTERTAINMENT
Production Title DINNER PARTY

Location Manager RICH BOKIDES
Primary Phone Mobile - 310-956-0708
Secondary Phone

Location Address 506 S Grand Ave, Los Angeles, CA, 90071

Location Name BILTMORE HOTEL

Location Type Hotel

Prep Dates 11/25/2019 - 11/25/2019 02:00 - 10:00 1 day

Film Dates 11/25/2019 - 11/25/2019 10:00 - 23:59 1 day

Strike Dates 11/25/2019 - 11/26/2019 23:59 - 02:00

Open or Closed to the Public Open

Generic Conditions **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**

*LAFD UFSO: Company must contact FilmL.A. for extension of the Uniformed Fire Safety Officers' hours. During normal business hours, UFSO must also inform the LAFD Film desk of the extension.

Community Survey Obtained

Equipment staging and vehicles may park on one side of the street only.

Must comply with attached conditions

Must Maintain 5' Clearance on Sidewalks/Walkways

No cast or crew parking on area streets

No interference with vehicular or pedestrian traffic

Number of uniformed officers listed on the permit is a minimum requirement. Permittee remains responsible for deploying a sufficient number of uniformed officers to provide traffic and crowd control to ensure the safety of the film crew and the public.

Traffic control must be done in accordance w/MUTCD

Traffic Officers Required

Uniformed officers shall have a copy of the film permit in their possession and are required to confirm that all traffic control signage devices are in place.

Please see attached 159368_ES_GRAND_SOUTH 250'_SS_5TH_OLIVE_GRAND_ES (1).pdf
documents Downtown Filming Guidelines 2010.03.01.pdf

Equipment on Location	Type	Quantity	Personnel on Location	Type	Quantity
	5 or 10 ton trucks	2		Cast	50
	Cube Trucks	2		Crew	60
	Picture vehicles	1		LA City UFSO assigned	46502
	Stakebed Trucks	2		Off-Duty/Retired LAPD Officer(s)	2
	Vans	2			

Filming Activities Interior and exterior dialogue; INTERIOR NIGHTCLUB SCENE: CRYSTAL & TIFFANY ROOMS; EXTERIOR TALENT IN PICTURE CAR IN LOCATION PRIVATE ALLEY;

Jurisdiction Political: Los Angeles City - Council District 14

Police: Los Angeles Police Department
Fire: Los Angeles City

Thomas Guide Page: 634

Grid: E4

Approvals FILMLA. CLOSURES

Jennifer Morelos



Permit #F00159368

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Summary Information

Location

Location 1 of 1

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Permit Number F00159368

Production Company DOOMSDAY ENTERTAINMENT

Insured Company DOOMSDAY ENTERTAINMENT

Production Title DINNER PARTY

Location Manager RICH BOKIDES

Primary Phone Mobile - 310-956-0708

Secondary Phone

LOS ANGELES CITY DEPARTMENT OF PUBLIC WORKS

Ana Lima

LOS ANGELES CITY FIRE DEPARTMENT - FILM UNIT

Donyelle Glover

LOS ANGELES CITY POLICE DEPARTMENT

Melissa Hernandez

LOS ANGELES CITY DEPARTMENT OF PUBLIC WORKS-
COMMISSIONER

Kevin James

Coordinator Note LOADING ZONES ON OLIVE ST., BETWEEN 5TH ST. & 6TH ST. MUST BE KEPT CLEAR.

Coordinator Note COMPANIES MAY NOT PARK RESTROOMS, CRAFT SERVICES, OR GENERATORS IN FRONT
OF THE WATER GRILL (544 GRAND).

Parking

Base Camp

Location Type : Filming Location

Parking Notes

Parking Lot at Biltmore lot

Crew Parking

Location Type : Filming Location

Lane / Full Closure E/S CURB LANE OF GRAND, 5TH ST - SOUTH 250 FEET

S/S CURB LANE OF 5TH, OLIVE - GRAND (5TH ST. LANE CLOSURE CAN ONLY BE USED
FOR GENERATOR PLACEMENT OR SMALL VEHICLE LOADING AND UNLOADING)

Approximate Footage 0 - 300

Date(s) 11/25/2019 to 11/26/2019

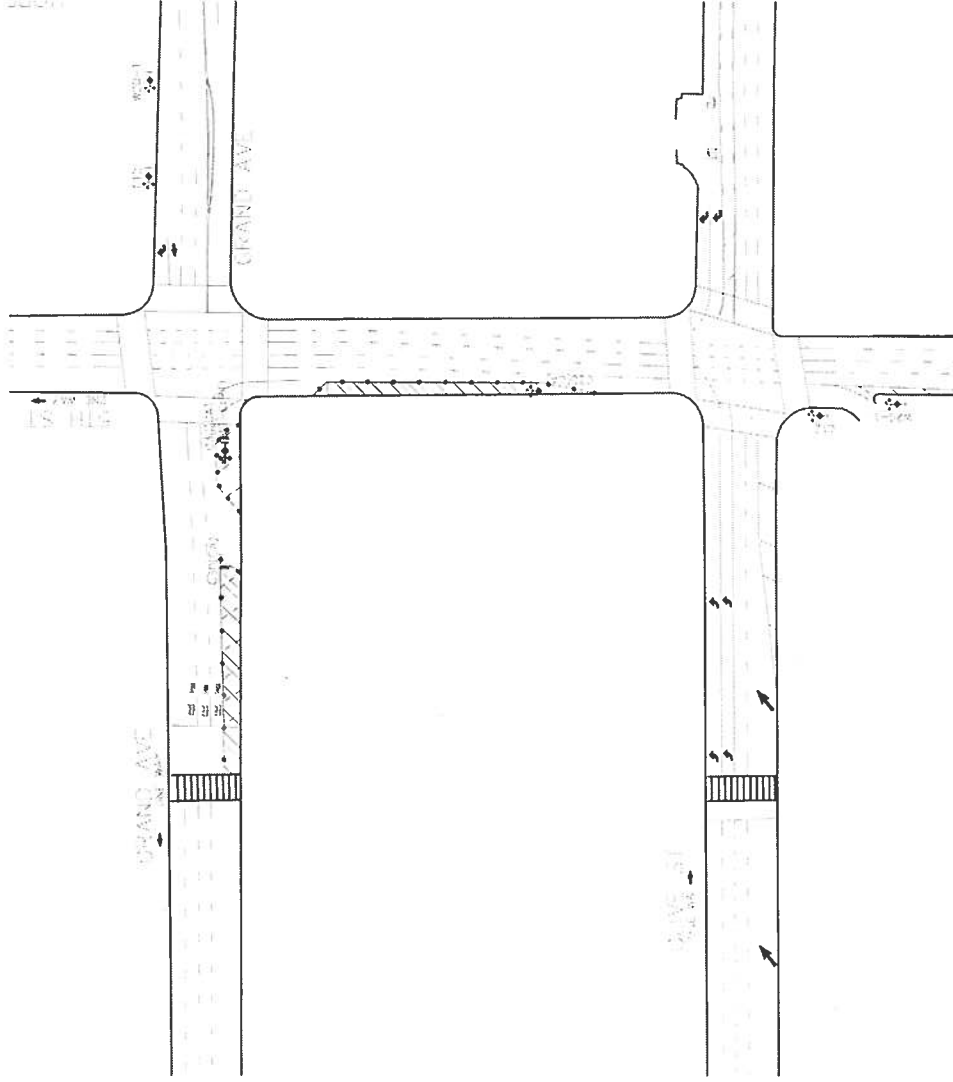
Time(s) 02:00 to 02:00

Permit #F00459368

FILM LA COORDINATOR: HANS GROSZKRUGER
FILM LA PERMIT # F-159368

CLOSURE INFO:
E/S CURB LANE GRAND AVE
FROM 5TH ST - SOUTH 250'
S/S CURB LANE OF 5TH ST
FROM OLIVE ST - GRAND AVE
11/25, 0200-11/26, 0200

DOOMSDAY ENTERTAINMENT
"DINNER PARTY"
LOCATIONS CONTACT:
NOAH GRANGE 323.260.4777(4PPS)



GENERAL NOTES:

1. ALL SIGNING, STRIPING, AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND STANDARD SPECIFICATIONS, CALIFORNIA MUTCD, AND ANY ADDENDUMS THERETO, AND AS SHOWN ON THESE PLANS.
2. THERE SHALL BE NO INTERFERENCE WITH TRAFFIC SIGNALS OR CROSSWALKS.
3. CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL HAVE REFLECTORIZED SLEEVES FOR NIGHT WORK.
4. POLICE SHALL DIRECT TRAFFIC AS NECESSARY.

TCP DRAWN BY:
ISMAEL RODRIGUEZ
PACIFIC TRAFFIC CONTROL INC.
323.981.0600 PH.
LIC # 944488

LEGEND:

	ADVANCE WARNING SIGN
	SIGN ON TYPE I BARRICADE
	TRAFFIC CONE 28" (REFLECTIVE)
	FLASHING ARROW SIGN (FAS)
	CLOSURE/WORK AREA
	SIGN 1-1
	SIGN 1-2
	SIGN 1-3
	SIGN 1-4
	SIGN 1-5
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	SIGN 1-49
	SIGN 1-50

SPECIAL CONDITIONS FOR LOCATION FILMING IN DOWNTOWN LOS ANGELES
(Standard Filming Requirements continue to apply where not superseded below)

1. DEFINITION OF TERMS

a. Downtown Los Angeles, for the purposes of these conditions, shall be defined as the area North to South from the 101 Freeway to the 10 Freeway; East to West from the Los Angeles River to the 110 Freeway.

b. The Downtown Los Angeles Neighborhood Council boundaries (DLANC boundaries), for the purpose of these conditions, shall be defined as bordered on the North and East at the 101 Freeway from the 110 Freeway east to Los Angeles Street, south to 4th Street, east to Alameda Street, south to 7th Street, east to the Los Angeles River; on the South by the 10 Freeway from the 110 Freeway to the Los Angeles River; on the West by 110 Freeway from the 10 Freeway to the 101 Freeway. (This area is the same area as defined above as Downtown Los Angeles, but excludes the Little Tokyo and Arts District neighborhoods.)

c. Residential buildings shall be defined as any building with legal residential occupants (mixed-use, adaptive reuse, artist-in-residence (A.I.R.), SROs, residential hotels, condominiums and apartment buildings). DLANC will maintain an accurate and contemporary listing of all residential buildings showing a 100-foot radius from each building so as to identify any areas both inside and outside of that radius.

d. The Broadway Entertainment District (aka Broadway Theatre District), for the purposes of these Conditions, shall be defined north to south as Broadway from 3rd Street to Olympic Boulevard, and east to west from Frank Court to Lindley Place (aka St. Vincent Alley Court), or the equivalent mid-block point to either of these alleys where the alley is not present, including any theater loading facilities, defined as any public or private surface parking lot, parking garage, public street or curb area adjacent to, or utilized by, a theater. If, in the future, the City adopts an ordinance with regulations governing filming in this area, such regulations shall supersede these Filming Conditions.

e. The Old Bank District residential overlay, for the purposes of these Conditions, shall be defined as the area bound by South Spring St., West 5th St., West 4th St., and Werdin Pl.

2. FILMING STANDARD HOURS AND DAYS

a. Filming activity, or any production-related activity including but not limited to activities such as base camps, catering, generators, etc., within the **DLANC boundaries** is restricted to the hours of 6:00 a.m. to 11:00 p.m. within a 100-foot radius of any residential building. Filming activity in the **Broadway Entertainment District** is restricted to the hours of 6:00 a.m. to Midnight within a 50-foot radius of any residential building. **Old Bank District** is restricted to the hours of 7:00 a.m. to 10:00 p.m. within a 100-foot radius of any residential building. No extension of the standard filming hours for

filming or any disruptive production-related activity shall be allowed until a signature survey has been properly submitted. Proof of signature surveys shall be made available to DLANC upon request.

b. No film permits may be issued along Main and Spring Streets from 2nd to 9th Streets, or on any block of 2nd through 9th Streets between Los Angeles and Spring during the Downtown Art Walk, currently held on the second Thursday of each month. Filming inside of private buildings or entirely on private property during this time is permitted so long as there are no external impacts.

c. No filming may be conducted in close proximity to major public events anywhere in Downtown Los Angeles as permitted by the LAPD, or identified with 30 days notice to the City's Designated Film Permit Contractor by DLANC. Film permits may be considered in light of major public events on a case-by-case basis so long as their issuance will not cause further disruption to Downtown businesses and residents during such events.

3. RESIDENTIAL AND MERCHANT PROTECTIONS IN THE DLANC BOUNDARIES

a. A film permit may include no more than 300 feet of curb lane per city block for the parking of film production vehicles, crew or equipment. Requests for additional amounts of curb lane shall require a signature survey. The **Broadway Entertainment District** is exempt from this restriction.

b. Production personnel (and equipment utilized by the production company) shall not block the sidewalk area in front of an open commercial business or a residential building, including residential patios, windows, doorways, or entryways, unless the production company has secured the permission of the merchant and/or property owner. Where the commercial business is one that is primarily open in the evening and nighttime hours, the production company, their cast and crew may not block the access to and signage of such establishment (as seen from the street), without permission of the merchant and/or property owner during the hours of operation of the business.

c. Customers, employees, residents, and guests of affected properties shall be allowed free ingress/egress to all buildings, merchants, and parking facilities. Arrangements shall be made to ensure access to deliveries, trash pickup, residential move-in/move-out, and vendor access to the properties/merchants during productions.

d. All commercial businesses must prominently post hours of operation and contact phone numbers, and residential buildings must have a designated contact person authorized to give permission. Special events held by commercial businesses, outside of normal business hours, must also be posted in advance, and production companies must provide full access and visibility during such events.

4. NOISE, FUMES, AND LIGHTING WITHIN THE DLANC BOUNDARIES

a. Generators, portable toilets or toilet vehicles, and outdoor food preparation using charcoal or gas grills must be a minimum of 50 feet (horizontally) from any residential window or entrance. If it is physically impossible for a generator to be a minimum of 50 feet from residential windows or entrances, the generator shall be placed as far away as possible and vented away from residential windows and entrances. However, under no circumstances shall a generator be placed directly underneath a residential window.

b. Film productions must focus lighting on the filming area only and make every effort to shield the lighting from adjacent properties, pedestrians, and patrons of commercial businesses at all times. Exceptional lighting (e.g., Musco and Bebee lighting) outside of regular filming hours shall not be allowed without a signature survey of the affected merchants and/or property owners. **Signature survey shall be required for Exceptional lighting within the Old Bank District between the hours of 6:00 p.m. and 6:00 a.m.** Under no circumstances shall lighting be directed onto oncoming traffic.

c. Film production companies are required to completely remove all trash, food, and cardboard boxes, etc. from the general vicinity at the end of each filming day. Film production companies will be held responsible for the actions of catering companies they employ to provide food for the cast and crew.

5. SPECIAL REQUESTS AND EXCEPTIONS REVIEW AND NOTIFICATION WITHIN THE DLANC BOUNDARIES

a. Helicopters shall not be granted permits for landing at non-certified helipads before and after approved filming hours. All aerial filming productions must provide upon request a copy of an approved FAA Form 7711-2, or other official waiver, along with a copy of the briefing on the flight operations for all participating persons or property.

b. No film permit shall be construed as a waiver of 14 CFR § 91.119, 14 CFR § 91.515(a) or 14 CFR § 91.303(e), dictating federal flight altitude regulations, for purposes of non-participating persons or property (see attachment).

c. Notification beyond the standard 500-foot radius will be made to affected residents and merchants for high impact activity that is likely to cause interference with adjacent properties of people such as car chases, simulated gun fire, explosions, screams for help and other loud noises, helicopter activity, road closures or other such exceptional activities that might cause a police response to the filming location. High impact filming activity must be preceded by notifications at least two days in advance. The City's Designated Film Permit Contractor or the production company shall consult a designated DLANC representative when an applicant requests a permit for high impact filming activity with less than two days notice.

d. Due to the location of building air intake systems on Lower Grand Avenue, no special effects, including smoke, steam or fog, may occur in that area without first obtaining

clearance from the appropriate building contacts and maintenance engineers. Contact must be made at least 48 hours prior to the proposed effect(s).

6. FILMING-RELATED CONGESTION WITHIN THE DLANC BOUNDARIES

a. The City's Designated Film Permit Contractor will ensure that the impact from filming at recurrently used locations is minimized to the affected residents and businesses.

b. In rush hour restricted lanes, as designated by LADOT, no Intermittent Traffic Control (ITC) shall be permitted during Rush Hours (7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 7:00 p.m., Monday through Friday). No simultaneous closures or ITC of both the Second and Third Street Tunnels will be permitted.

c. Production companies shall request the posting of "no parking" signs, lane or street closures with LADOT for the day(s) that they are "on site" only. When closures are not necessary for the day(s) requested, production companies shall report the changes to the City's Designated Film Permit Contractor, who shall notify LADOT, who must revise and/or remove parking signs, as necessary.

d. Production companies must provide adequate detour and directional signage when street closures are in place, conforming to current LADOT standards and practices. Detour routes must accommodate large, semi and tractor trailer trucks and public transit vehicles.

7. ENFORCEMENT OF CONDITIONS

a. In accordance with the terms of their work permit issued from LAPD, off-duty or retired police officers must, upon reporting to a work site, review and ensure compliance with conditions outlined on the filming permit. Officers shall ensure compliance with arrival and departure time, and shall not allow any activity or conduct that is in violation of local or state law, nor allow any filming condition that is not authorized by the permit. Variations from the requirements of the permit are not allowed unless approved by an authorized representative of the City's Designated Film Permit Contractor.

Exhibit 2

Payroll Employer is NEW CAPS, LLC 2300 EMPIRE AVE, 5TH FL, BURBANK, CA 91504 FEIN # 27-4217142
SIGN UP FOR NOTIFICATIONS & VIEW PAYSTUBS: [HTTPS://ETC.CAPSPAYROLL.COM](https://etc.capspayroll.com); WAGE VERIF.: [THEWORKNUMBER.COM](https://theworknumber.com); EEINQ: 1-888-570-4650

CU555

Employee Name ANDREW BARROSO		Social Security No. [REDACTED]	Pay Period 11/25/2019 - 11/25/2019	Check Date 12/16/2019	Check No. 601860926
Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt
Federal Income Tax	185.07	197.76			
FICA	79.13	91.53			
Medicare	18.51	21.41			
California SDI	12.76	14.76			
California State Tax	63.81	63.81			
			Current Taxable	1,276.31	
			Current Non-Tax	0.00	
			Current Earnings	1,276.31	
			Current Deductions	359.28	
			Net Wages	917.03	
			YTD Taxable	1,476.31	
			YTD Non-Tax	0.00	
			YTD Earnings	1,476.31	
			YTD Deductions	389.27	
			YTD Net Wages	1,087.04	

*Your Federal Taxable Wages this period are \$1,276.31

Controlling Employer	CMS PRODUCTIONS	Batch	1007064	Fed Allow	☐	Res State	CA
Job Type	MVA3 \$300K to \$500K	Client Job #	MV1909	Pay Frequency	W	State Allow	☐
Job Name	YUMMY #MV1909	Marital Status	[REDACTED]				

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
11/25/2019 - 11/25/2019	399	CA-LAC	HYPHENATE DR/LIGHTING-STRAIGHT-TIME	46.370000	8.00	370.96
11/25/2019 - 11/25/2019	399	CA-LAC	HYPHENATE DR/LIGHTING-TIME-AND-ONE-HALF	69.555000	4.00	278.22
11/25/2019 - 11/25/2019	399	CA-LAC	HYPHENATE DR/LIGHTING-DOUBLE-TIME	92.740000	6.25	579.63
11/25/2019 - 11/25/2019	399	CA-LAC	HYPHENATE DR/LIGHTING-MEAL PENALTY	47.500000	1.00	47.50

Controlling Employer : CMS PRODUCTIONS, 4223 GLENCOE AVENUE, MARINA DEL REY, CA, 90292
Net Check: 917.03, Vacation: None, Holiday: None

Total Worked Hours	Total Hours	Total Gross
18.25	18.25	1,276.31

THIS DOCUMENT CONTAINS MULTIPLE SECURITY FEATURES. SEE REVERSE SIDE FOR LISTING. 

NEW CAPS, LLC
2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504

Bank of America
Chicago, IL

70-2328/719 601860926

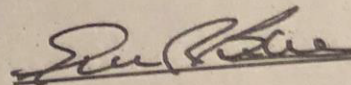
Date	Amount
12/16/2019	\$ 917.03

PAY Sum of NINE HUNDRED SEVENTEEN AND 03 / 100 DOLLARS

TO THE ORDER OF

ANDREW BARROSO

[REDACTED]



Hasler
12/16/2019
US POSTAGE \$000.45⁹



ZIP 91504
011E12651071

Hasler
12/16/2019
US POSTAGE \$000.45⁹



ZIP 91504
011E12651071

Exhibit 3

Yummy				JOB # MV1909					
11/25/19				SHOOT 1 of 1					
PRODUCTION COMPANY		GENERAL CREW CALL							
DOOMSDAY. 811 Traction Ave. Ste. 1D Los Angeles, CA 90013 Ph: 213.395.0998		12:00 PM							
LABEL		PRODUCTION CALL							
Def Jam recordings		5:00 AM							
		BREAKFAST							
		11:30 AM RTS							
TITLE	NAME	CELL	EMAIL	CALL	WRAP				
DIRECTOR	Bardia Zeinali			10:00 AM		REDACTED			
EXECUTIVE PRODUCER	Danielle Hinde			O/C					
EXECUTIVE PRODUCER	Jason Cole			O/C					
PRODUCER	Rolsin Audrey Moloney			5:00 AM					
STAFF PROD SUPERVISOR	Laney Camanga			O/C					
PROD SUPERVISOR	David Garcia			5:00 AM					
ASST PROD SUPERVISOR	Tori Storosh			5:00 AM					
PROD COORDINATOR	Rosie Woods			5:00 AM					
1ST AD	Jason Lombardi			10:00 AM					
2ND AD	Khyber Law			6:00 AM					
2ND 2ND AD	Chris Menown			9:30 AM					
CAMERA									
DP	Ben Carey			12:00 PM		REDACTED			
STEADICAM	Chris Loh			12:00 PM					
A CAM 1ST AC	Dan Muchnik			11:30 AM					
B CAM 1ST AC	Riley Keeton			11:30 AM					
A CAM 2ND AC	Jenny Roh			12:00 PM					
B CAM 2ND AC	Bobby Pavlovski			12:00 PM					
LOADER	Adrienne Daruzo			12:00 PM					
ELECTRIC									
GAFFER	Robert Wotherspoon			7:00 AM				REDACTED	
BEST BOY ELECTRIC	Josh Day			7:00 AM					
ELECTRIC	Esteban Esquivel			7:00 AM					
ELECTRIC	Jason Wotherspoon			7:00 AM					
ELECTRIC	Robert Wotherspoon Jr			7:00 AM					
ELECTRIC	Noah Cruz			7:00 AM					
ELECTRIC	Rob Ramos			7:00 AM					
DRIVER-ELECTRICIAN	Juan Barroso			7:00 AM					
DIMMER BOARD OP	Gideon Markham			7:00 AM					
GRIP									
KEY GRIP	Soda			7:00 AM		REDACTED			
BEST BOY GRIP	Nate Howard			7:00 AM					
DOLLY GRIP	Chris Sinclair			7:00 AM					
GRIP	Bill Bridges			7:00 AM					
GRIP	Damien Garcia			7:00 AM					
GRIP	Per Soda			7:00 AM					
DRIVER - GRIP	Brian Rugee			7:00 AM					
AUDIO & VTR									
VTR	Robert Morales			12:00 PM				REDACTED	
AUDIO	Josh Haycraft			12:00 PM					
ART									
PRODUCTION DESIGNER	Natalie Ziering			O/C		REDACTED			
ART DIRECTOR	Matt Toth			PER PD					
SET DECORATOR	Sofia Midon			PER PD					
LEADMAN	Ed Lee			PER PD					
TRUCK / SET DRESSER	Lintz Hardley			PER PD					
PROP MASTER	Sadie Moon			PER PD					
PROP ASSIST	Dillon Ramage			PER PD					
ON SET DRESSER	Sam Stone			PER PD					
ON SET DRESSER	Scott DeSantis			PER PD					
SET DRESSER	Courtney Kammerer			PER PD				REDACTED	
SET DRESSER	Sarah Sosa			PER PD					
SET DRESSER	Jack Kelvin			PER PD					
SET DRESSER	Mark Summit			PER PD					
SET DRESSER	Pat Ebert			PER PD					
SET DRESSER	Robbie K			PER PD					
SET DRESSER	Luke Wheeler			PER PD					
SET DRESSER	Dylan Lynch			PER PD					
SET DRESSER	Gabe Shestak			PER PD					
SET DRESSER	Taylor Fitz Gibbon			PER PD		REDACTED			
FOOD STYLIST	Emily Marshall-Garrett			PER PD					
FOOD STYLIST	Maya Bookbinder			PER PD					
FOOD STYLIST ASSIST	Per Food Stylist			PER PD					
FOOD STYLIST ASSIST	Per Food Stylist			PER PD					
ANIMAL HANDLER	Victoria Payne			PER PD					
LIMO	Sally Tanner			PER PD					
VANITIES									
HERO TALENT STYLING	Karla Welch			12:00 PM				REDACTED	
HERO TALENT GLAM	Florido Basallo			12:00 PM					
CAST STYLING	Gadir Rajab			10:00 AM					
CAST STYLING ASSIST	Isabella Papile			10:00 AM					
CAST STYLING ASSIST	Cody Allen			10:00 AM					
CAST STYLING ASSIST	Stephanie Drew			10:00 AM					
CAST STYLING ASSIST	Indiana Piorok			10:00 AM					
SEAMSTRESS	Susan Corinian			10:00 AM					
CAST HAIR	Lucas Wilson			11:00 AM					
CAST HAIR ASSIST	Kelly Peach			11:00 AM		REDACTED			
CAST HAIR ASSIST	Tania Becker			11:00 AM					
CAST HAIR ASSIST	Aleksey Bishop			11:00 AM					
CAST MU	Adam Burrell			11:00 AM					
CAST MU ASSIST	Ivan Nunez			11:00 AM					
CAST MU ASSIST	Bria Valencia			11:00 AM					
CAST MU ASSIST	Paige Palfrey			11:00 AM					
BG GLAM	Cherie Combs			10:00 AM					
MANACURIST	Holly			11:00 AM					
PROD SUPPORT									
PROD ASSIST (Truck)	Kory Boyer			5:00 AM	CMS CUBS	REDACTED			
PROD ASSIST (Truck)	Cody Lloyd			5:00 AM	PROD CUBS				
PROD ASSIST (Truck)	Ivan Zigas			12:00 PM	CMS CUBS				
PROD ASSIST(OFFICE)	Tony Reyes			12:00 PM					
PROD ASSISTANT	Landry Long			5:00 AM					
PROD ASSISTANT	Alex Weingarten			5:00 AM					
PROD ASSISTANT	Brian Sherry			5:00 AM					
PROD ASSISTANT	Jordan Maxham			10:00 AM					
PROD ASSISTANT	Karen Maciel			10:00 AM					
PROD ASSISTANT	Alexandra Padilla			6:00 AM					
PROD ASSISTANT	Eddie Long			6:00 AM		REDACTED			
PROD ASSISTANT	Cory Woods			6:00 AM					
LOCATION		PARKING							
The Biltmore Hotel 506 S Grand Ave Los Angeles CA 90071		ALL CREW CARS ARE TO PARK @ BILTMORE MONTHLY (SEE MAP) TRUCKS ARE TO PARK IN POSTING PER LOCATIONS							
HOSPITAL		WEATHER REPORT							
Hospital: Dignity Health Cal Hosptal Address: 1401 S. Grand Los Angeles CA 90015 Tel: 213 748 2411 ext 5555		High: 70 Low: 50 Chance of rain: Conditions:							
PRODUCTION CELLS		SUNRISE & SUNSET							
David Garcia - 323.459.1390 Tori Storosh - 310.699.6020		Sunrise: 6:34 AM Sunset: 4:44 PM							
LABEL									
ROLE	NAME	CELL	EMAIL	CALL	WRAP				
COMMISSIONER	Yolande Geraldts		yolande.geralds@gmail.com			REDACTED			
MANAGEMENT	Per Production								
ROLE	NAME	CELL	EMAIL	CALL	WRAP				
TALENT									
HERO TALENT	Nick DeMoura				1:00 PM				
CHOREOGRAPHER	Mykeil Wilson	Per Nick			11:00 AM				
DANCER	CJ Salvador	Per Nick			11:00 AM				
DANCER	Johnny Erasme	Per Nick			11:00 AM				
DANCER	Isaiah	Per Nick			11:00 AM				
DANCER	Maasa Ishihara	Per Nick			11:00 AM				
DANCER	Delaney Glazer	Per Nick			11:00 AM				
DANCER	Mona Berntsen	Per Nick			11:00 AM				
DANCER	Deanna Jenkins	Per Nick			11:00 AM				
DOUBLE	Graham Jenkins				11:00 AM				
OCB	Paige Elkington				11:00 AM				
OCB	Diego Villareal				11:00 AM				
OCB	Monique Parent				11:00 AM				
OCB	Ciera				11:00 AM				
OCB	Alisha Dickson				11:00 AM				
OCB	Michelle Dickson				11:00 AM				
OCB	Lauren Powers				11:00 AM				
OCB	PJ Marino				11:00 AM				
OCB	Cameron Porras				11:00 AM				
OCB	Alex Prado								
BAND - Director	Susan Pascala				12:00 PM				
BAND	Paulina Salazar				12:00 PM				
BAND	Ian Tiegen				12:00 PM				
BAND	Eliana Andrea				12:00 PM				
BAND	Xola Owens				12:00 PM				
TALENT - BG									
BACKGROUND	Nick Sampson				12:00 PM				
BACKGROUND	Keon S				12:00 PM				
BACKGROUND	Shanna Olson				12:00 PM				
BACKGROUND	Matthew Gittelsohn				12:00 PM				
BACKGROUND	Matthew Maddox				12:00 PM				
BACKGROUND	Adrian Ramon				12:00 PM				
BACKGROUND	Egor Klimovich				12:00 PM				
BACKGROUND	Agilee Alvarez				12:00 PM				
BACKGROUND	Firas Alkhazaali				12:00 PM				
BACKGROUND	Ed Cage				12:00 PM				
BACKGROUND	Sydney Skidmore				12:00 PM				
BACKGROUND	Sadie Chen				12:00 PM				
BACKGROUND	Elvis Rivera				12:00 PM				
BACKGROUND	Haley Harden				12:00 PM				
BACKGROUND	Robert Rellax				12:00 PM				
BACKGROUND	Khaliel A				12:00 PM				
BACKGROUND	Rosemary Hochschild				12:00 PM				
BACKGROUND	Kate McIntyre				12:00 PM				
BACKGROUND	David Katz				12:00 PM				
BACKGROUND	Luis Espinosa				12:00 PM				
BACKGROUND	Neelam Sahni				12:00 PM				
BACKGROUND	Angelica Niece				12:00 PM				
BACKGROUND	Angela Tench				12:00 PM				
BACKGROUND	Alfredaangelo Castillo				12:00 PM				
BACKGROUND	Matthew Garcia				12:00 PM				
BACKGROUND	Brittany Torain				12:00 PM				
BACKGROUND	Judith Ann Warren				12:00 PM				
BACKGROUND	Lucas Hyde				12:00 PM				
BACKGROUND	Hector Tercero				12:00 PM				
BACKGROUND	Sherry Roldan				12:00 PM				
PROD SUPPORT									
SUP LOCATION MGR	Rich Bokides				O/C				
LOCATION MANAGER	Sherry Roldan				O/C				
CRAFTS SERVICE (KEY)	Sandra				12:00 PM				
TALENT CRAFTY	Byron Cotton				6:00 AM				
TEACHER	John Chisholm				12:00 PM				
MEDIC	Mike Smith				12:00 PM				
VENDORS									
CATEGORY	NAME					CONTACT	CALL		
AGENT - Director	Art and Commerce					Jessica			
AGENT - DP	Parlos					Walter			
AGENT - HERO HAIR STYLIST	Cloutier Remox					Jenna			
AGENT - CAST HAIR STYLIST	Home Agency					Billy			
AGENT - CAST MAKE UP	The Only Agency					Jose			
CAMERA	Cam Tec					Will			
CASTING DIRECTOR	Harlowe Casting					Kasia			
BG CASTING	Dustin Blackburn Casting					Dustin			
CATERING	Humble Pie					Katherine			
DOLLY	JL Fisher					Michelle			
FILM	Kotak					Mark			
FILM PROCESSING	FotoKam					David			
GRIP	Happy Grip					Soda			
HARD DRIVES	Film Tools					Rich			
INSURANCE	Acord								
LIGHTING	C-47 Lighting & Power								
PAYROLL	CAPS					Bobby			
PERMIT	PPS								
PROD. SUPPLIES	Hollywood Depot					Garett			
PRODUCTION REPORT									
1ST AM SHOT:				HARD DRIVES:					
LUNCH:									
1ST PM SHOT:									
2ND MEAL:									
CAMERA WRAP:									
CREW WRAP:									