

OPHIR J. BITTON SBN: 204310
 BITTON & ASSOCIATES
 7220 Melrose Avenue, 2nd Floor
 Los Angeles, CA 90046
 Telephone: (310) 356-1006
 Facsimile: (818) 524-1224

Attorneys for:
 Plaintiff RYAN SHANE WILLIS,
 an individual

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES- CENTRAL DISTRICT
 [UNLIMITED JURISDICTION]

RYAN SHANE WILLIS, an individual

Plaintiff,

vs.

VANISHING ANGLE, LLC, a California
 Limited Liability Company; MATTHEW
 MILLER, an individual; NATALIE
 METZGER, an individual; GULP SPLASH
 PRODUCTIONS, LLC, a California
 Limited Liability Company; B13, INC., a
 California Corporation; FIRESHIP, INC., a
 California Corporation; DRYDOCK, LLC, a
 California Limited Liability Company;
 RARE & POTENTIALLY FATAL, LLC, a
 California Limited Liability Company;
 HERETOWIN, LLC, a Texas Limited
 Liability Company; WEREWOLF FILMS,
 INC., a Utah Corporation; and DOES 1
 THROUGH 50, inclusive

Defendants.

Case No.: 22STCV17472

COMPLAINT FOR DAMAGES:

- 1) WAGE THEFT -- RETROACTIVE PAY REDUCTION;**
- 2) PROMISSORY FRAUD;**
- 3) WAGE AND HOUR—FAILURE TO PROPERLY PAY OVERTIME WAGES;**
- 4) FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES;**
- 5) FAILURE TO PROVIDE MEAL BREAKS;**
- 6) WAGE AND HOUR – FAILURE TO PROVIDE REST PERIODS;**
- 7) WAITING TIME PENALTIES;**
- 8) WHISTLE BLOWING RETALIATION AND WRONGFUL TERMINATION;**
- 9) DECLARATORY RELIEF; AND,**
- 10) VIOLATION OF CAL. BUS. & PROF. CODE § § 17200 ET. SEQ. FOR UNFAIR BUSINESS PRACTICES;**

[DEMAND FOR JURY TRIAL]

1 Plaintiff RYAN SHANE WILLIS (“PLAINTIFF”), an individual based on knowledge as
2 to himself and on information as to all others, complains and alleges as follows:

3
4 **I. PARTIES**

5 1. PLAINTIFF is, and at all times material hereto was, an individual residing in the
6 County of Los Angeles in the State of California.

7 2. PLAINTIFF is informed and believes on this basis alleges that Defendant
8 VANISHING ANGLE, LLC, (“VA”) is, and at all times material hereto was, a California limited
9 liability company, located in and doing business in California, in the County of Los Angeles.

10 3. PLAINTIFF is informed and believes on this basis alleges that Defendant
11 MATTHEW MILLER, an individual (“MILLER”) is, and at all times material hereto was, working
12 and residing in California, in the County of Los Angeles.

13 4. PLAINTIFF is informed and believes on this basis alleges that Defendant
14 NATALIE METZGER, an individual (“METZGER”) is, and at all times material hereto was,
15 working and residing in California, in the County of Los Angeles.

16 5. PLAINTIFF is informed and believes on this basis alleges that Defendant GULP
17 SPLASH PRODUCTIONS, LLC, (“GULP SPLASH”) is, and at all times material hereto was, a
18 California limited liability company, located in and doing business in California, in the County of
19 Los Angeles.

20 6. PLAINTIFF is informed and believes on this basis alleges that Defendant B13,
21 INC., (“B13”) is, and at all times material hereto was, a California corporation, located in and
22 doing business in California, in the County of Los Angeles.

23 7. PLAINTIFF is informed and believes on this basis alleges that Defendant
24 FIRESHIP, INC., (“FIRESHIP”) is, and at all times material hereto was, a California corporation,
25 located in and doing business in California, in the County of Los Angeles.

26 8. PLAINTIFF is informed and believes on this basis alleges that Defendant
27 DRYDOCK, LLC, (“DRYDOCK”) is, and at all times material hereto was, a California limited
liability company, located in and doing business in California, in the County of Los Angeles.

1 9. PLAINTIFF is informed and believes on this basis alleges that Defendant RARE
2 & POTENTIALLY FATAL, LLC, (“RPF”) is, and at all times material hereto was, a California
3 limited liability company, located in and doing business in California, in the County of Los
4 Angeles.

5 10. PLAINTIFF is informed and believes on this basis alleges that Defendant
6 HERETOWIN, LLC, (“HERETOWIN”) is, and at all times material hereto was, a Texas limited
7 liability company, doing business in California, in the County of Los Angeles.

8 11. PLAINTIFF is informed and believes on this basis alleges that Defendant
9 WEREWOLF FILMS, INC., (“WEREWOLF FILMS”) is, and at all times material hereto was, a
10 Utah corporation, doing business in California, in the County of Los Angeles.

11 12. The true names and capacities of defendants DOES 1 through 50, inclusive,
12 whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF at this time,
13 who therefore sues said defendants by such fictitious names; when the true names and capacities
14 of such defendants are ascertained, PLAINTIFF will seek leave of Court to amend this Complaint
15 to insert same. PLAINTIFF is informed and believes and thereon alleges that each defendant
16 named as a DOE is responsible for each and every act and obligation hereinafter set forth.

17 13. At times relevant herein VA, MILLER, METZGER, GULP SPLASH, B13,
18 FIRESHIP, DRYDOCK, RARE & POTENTIALLY FATAL, LLC, HERETOWIN, and
19 WEREWOLF FILMS (collectively “DEFENDANTS”), either directly or through its agents,
20 officers, shareholder and/or employees, or as alter egos of one or the other, exercised control over
21 the wages, hours, or working conditions of PLAINTIFF; or suffered or permitted PLAINTIFF to
22 work; or engaged PLAINTIFF.

23 14. PLAINTIFF is informed and believes and on this basis alleges that each defendant
24 named in this Complaint (including DOES) was at all times herein mentioned and now is the
25 agent, servant and employee of the other defendants herein, and was at all such times acting
26 within the course and scope of said agency and employment and with the consent and permission
27

of each of the other co-defendants, and each of the defendants herein ratified each of the acts of each of the other co-defendants, and each of them.

II. FACTS COMMON TO ALL CAUSES OF ACTION

15. PLAINTIFF was hired on or about March 09, 2016 by VA and MILLER on a project basis providing post-production services. The agreed upon terms of his employment were that he would work one day a week and be compensated \$1,000 for his day of work.

16. However, from the beginning PLAINTIFF was working additional days and overtime without proper compensation for the same.

17. As VA and MILLER wanted PLAINTIFF for more days, in or about March 21, 2016, PLAINTIFF became an official “employee” of VA not tied to specific project. PLAINTIFF and MILLER and METZGER revised the employment agreement so that PLAINTIFF would be paid \$500 a day and work a total of three days a week.

18. Even after the reworking of PLAINTIFF’s employment terms with VA, MILLER and METZGER, PLAINTIFF continued to be required to work additional days and hours and was still having issues with non-payment of agreed wages, and no overtime pay.

19. PLAINTIFF position was not exempt.

20. On several occasions PLAINTIFF informed MILLER that he was still working on his days off and additional hours and not being compensated for the same. Moreover, PLAINTIFF informed MILLER that there was an accounting error even as to the three day’s wages agreed upon since was not being compensated as agreed.

21. MILLER assured PLAINTIFF that he and VA would rectify any accounting error and that PLAINTIFF would be paid for the overtime hours worked. However, the PLAINTIFF was not compensated for the overtime hours worked.

22. Thereafter, MILLER informed PLAINTIFF that PLAINTIFF was correct and not only was he not paid for additional days; he had been getting paid the wrong rate. MILLER explained that the \$500 a day was supposed to be net of taxes not gross pay. MILLER assured PLAINTIFF he would correct this error. In fact, after working with payroll and investigating the

1 situation, on or around March of 2018, MILLER confirmed VA's inappropriate pay to
2 PLAINTIFF. Specifically, on March 29, 2018, MILLER wrote PLAINTIFF an e-mail stating: (1)
3 that VA owed PLAINTIFF \$67,684.45 in back pay; (2) that PLAINTIFF should be netting \$3,000
4 every two weeks (i.e., 3 days a week at \$500 a day); and, (3) proposing that VA pay PLAINTIFF
5 the sums of backpay owed on a schedule of \$5,000 every two weeks. MILLER's stated goal was
6 to have PLAINTIFF paid back in full by the end of 2018. This \$67,684.45 if it was paid back
7 would have resolved the "massive error" of paying PLAINTIFF gross instead of net. However, it
8 was not completely paid back, and it did not address or resolve the overtime and additional days
9 worked by PLAINTIFF.

10 23. Thereafter, MILLER and VA began paying PLAINTIFF some of the back pay he
11 was owed.

12 24. VA, MILLER and METZGER informed the PLAINTIFF in or around January
13 2019 that they would need PLAINTIFF to work five (5) days a week however, they would
14 compensate him for four (4) days a week. PLAINTIFF did not agree to this illegal pay scheme.

15 25. On or around January 25, 2019 MILLER informed PLAINTIFF via text that payroll
16 would be posted late due to nonpayment from clients. However, MILLER devised a scheme to
17 compensate PLAINTIFF nonetheless. MILLER offered to wire the money to PLAINTIFF through
18 "Quickpay" or "Zelle" on the condition that the PLAINTIFF would for tax purposes be a purported
19 independent contractor. The PLAINTIFF did not agree to this illegal scheme either.

20 26. Throughout his employment PLAINTIFF was constantly expected to answer phone
21 calls and reply to emails on his days off. These demands were placed on PLAINTIFF by
22 DEFENDANTS who controlled his working conditions. He was forced by DEFENDANTS to
23 work on days off without pay. On many occasions due to the demands of DEFENDANTS,
24 PLAINTIFF had to forgo lunch and breaks or take non-complaint meal breaks. DEFENDANTS
25 controlled when PLAINTIFF worked and how he worked without regard to their failure to pay
26 PLAINTIFF. Notably, during PLAINTIFF's employment VA created three new companies B13,
27 FIRESHIP, and DRYDOCK all with the same management of MILLER and METZGER, all

1 controlling and directing PLAINTIFF as one company as if nothing had changed.

2 27. The PLAINTIFF once again brought up the issue of non-payment of overtime dues
3 to MILLER. However, MILLER informed the PLAINTIFF that the DEFENDANTS had been
4 overcompensating the PLAINTIFF all along and instead the PLAINTIFF owes DEFENDANT
5 Vanishing Angle money. The PLAINTIFF requested several meetings with the HR department of
6 DEFENDANT Vanishing Angle to no avail.

7 28. Ultimately, PLAINTIFF sought the assistance of counsel who informed VA,
8 MILLER and METZGER of the labor code and other illegal schemes they were using in regard to
9 PLAINTIFF's employment. As a result of making his complaints of suspected and actual
10 violations of laws and regulations, PLAINTIFF was fired.

11
12 **III. FIRST CAUSE OF ACTION**

13 **RETROACTIVE PAY REDUCTION**

14 **(Against Defendants VA and MILLER and DOES 1 to 50)**

15 29. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
16 though they are fully set forth herein.

17 30. VA informed PLAINTIFF that all along he had been overcompensated and as a
18 result owes money to the VA. However, the enforcement of a retroactive pay reduction by the
19 VA is wholly unlawful and in violation of the Labor Code (Wage Theft Protection Act of 2011).

20 31. MILLER expressly stated in writing that PLAINTIFF'S pay is \$3,000 every two
21 weeks net (i.e., after deductions). This is based on an agreed upon daily rate of \$500 a day three
22 days a week. While this pay rate misclassifies PLAINTIFF, it at least establishes his minimum
23 pay which PLAINTIFF was entitled to.

24 32. Therefore, VA's "overcompensation" ploy was actually an attempt at a retroactive
25 pay reduction. If an employer wants to enforce a pay reduction the employer must provide
26
27

1 notice of the reduction to its employees at least one pay period prior to the change coming in
2 effect.

3 33. However, the reduction is only enforceable against the hours that the employee
4 would work after the change comes into effect and not to hours already worked. In the present
5 case EMPLOYERS' reduction in wages is retroactive, illegal, and unenforceable.

6 34. PLAINTIFF is owed wages illegally reduced.

7
8 35. Plaintiff believes that DEFENDANTS' conduct described above was done with
9 malice, fraud and oppression and with conscious disregard for his rights and with the intent,
10 design and purpose to cause him harm.

11 12 **IV. SECOND CAUSE OF ACTION**

13 **PROMISSORY FRAUD**

14 **(Against Defendants VA and MILLER and DOES 1 to 50)**

15 36. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
16 though they are fully set forth herein.

17 37. "Promissory fraud" is a subspecies of the action for fraud and deceit. A promise to
18 do something necessarily implies the intention to perform; hence, where a promise is made
19 without such intention, there is an implied misrepresentation of fact that may be actionable
20 fraud." Lazar v. Superior Court (1996) 12 Cal.4th 631, 638 [49 Cal. Rptr. 2d 377, 909 P.2d 981]
21 cited in (Behnke v. State Farm General Ins. Co. (2011) 196 Cal.App.4th 1443 [127 Cal.Rptr.3d
22 372]).

23
24 38. The elements of promissory fraud are: (1) a promise made regarding a material
25 fact without any intention of performing it; (2) the existence of the intent not to perform at the
26 time the promise was made; (3) intent to deceive or induce the promisee to enter into a
27 transaction; (4) reasonable reliance by the promisee; (5) nonperformance by the party making the

1 promise; and (6) resulting damage to the promisee. Each element of a promissory fraud claim
2 must be alleged with particularity.” (cited in Rossberg v. Bank of America, N.A., 219 Cal. App.
3 4th 1481).

4 39. PLAINTIFF was induced by VA and MILLER to believe that he would be timely
5 and adequately compensated for the services provided through his employment. However, VA
6 and MILLER time and again showed that they had no intent to fulfill their promises.

7 40. PLAINTIFF was often expected to work on his days off in addition to substantial
8 overtime hours he worked during his regular days. However, the VA and MILLER did not
9 compensate PLAINTIFF for the overtime hours, and extra days and time worked even though
10 PLAINTIFF brought up the nonpayment of wages in several emails and in person in meetings
11 with VA and MILLER and METZGER.

12 41. PLAINTIFF accepted VA’s job offer on the promises afore stated however,
13 PLAINTIFF’S reliance on VA and MILLER’s fraud was detrimental in nature and cause
14 PLAINTIFF harm.

15 42. PLAINTIFF believes that VA and MILLER’s conduct described above was done
16 with malice, fraud and oppression and with conscious disregard for his rights and with the intent,
17 design and purpose to cause him harm.
18

19 20 **V. THIRD CAUSE OF ACTION**

21 **WAGE AND HOUR—FAILURE TO PROPERLY PAY OVERTIME WAGES** 22 **(AGAINST ALL DEFENDANTS)**

23 43. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
24 though they are fully set forth herein.

25 44. Labor Code §510, provides that an employee must be paid overtime after working
26 eight (8) hours in a day and forty (40) hours in a week. Overtime must be paid at one-and-a-half
27 times the regular rate of pay after eight hours in a day and forty hours in a week. The overtime

1 rate becomes two times the regular rate of pay for hours over twelve in a day, or over eight
2 hours on the seventh consecutive day worked.

3 45. The “regular rate of pay” is comprised of more than just the employee’s hourly
4 rate of pay it includes many different kinds of monetary remuneration an employee earns for his
5 labor, including commissions, spiffs, and bonuses. (29 U.S.C. 207(e).) Employers must include
6 these nondiscretionary bonuses and incentive pay along with other earnings to determine an
7 employee’s regular rate on which overtime pay is computed each pay period.

8 46. Further, Labor Code § 226.7, subdivision (a) provides, “No employer shall
9 require any employee to work during any meal or rest period mandated by an applicable order
10 of the Industrial Welfare Commission.” Also Labor Code §226.7 (b) further provides that, “If
11 an employer fails to provide an employee a meal period or rest period in accordance with an
12 applicable order of the Industrial Welfare Commission, the employer shall pay the employee
13 one additional hour of pay at the employee’s regular rate of compensation for each work day
14 that the meal or rest period is not provided.”

15 47. Thus, the “additional hour of pay” is a premium wage intended to compensate
16 employees and should be included in the computation of overtime.

17 48. PLAINTIFF constantly worked overtime during his regular agreed upon days. He
18 was not paid for this overtime work. In addition, PLAINTIFF was also expected to be available
19 via phone and email to deal with any unexpected issues that may crop up. Moreover, he was
20 expected to work more days than agreed and for which he was not paid at all.

21 49. PLAINTIFF was paid \$500 per day. Since PLAINTIFF cannot be classified under
22 any exemption of any applicable Wage Order PLAINTIFF’S hourly wage rate was \$62.5 and
23 his overtime hourly wage rate should have been \$93.75 and his double time hourly rate \$125.
24 PLAINTIFF worked an average of 10 hours a day. That is at least two hours of overtime each
25 day on his three-day schedule for which he did not get paid any overtime. Additionally, on
26 average PLAINTIFF worked an additional day or two each week which was not scheduled and
27

1 for which he received no compensation at all. There are weeks where PLAINTIFF worked all 7
2 days and days when he worked in excess of 14 hours.

3 50. PLAINTIFF was not paid any overtime or double time at all.

4 51. As a result PLAINTIFF is owed unpaid wages, interest, and attorneys' fees.

5
6 **VI. FOURTH CAUSE OF ACTION**
7 **FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES**
8 **(Against all Defendants)**

9 52. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
10 though they are fully set forth herein.

11 53. At all relevant times, *Labor Code* §§1194, 1197, and 1197.1 provide that the
12 minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
13 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is
14 unlawful.

15 54. At various times throughout the relevant period, DEFENDANTS have
16 misclassified PLAINTIFF. As describe above, DEFENDANTS have also caused PLAINTIFF to
17 incur expenses and deductions that contributed to DEFENDANTS failing to pay minimum
18 wages for all hours worked as required by law.

19 55. During his employment PLAINTIFF was not paid the legal pay rate for every
20 hour of service he rendered. PLAINTIFF was only compensated for three days a week and since
21 he typically worked more than three days a week, there are days and hours which PLAINTIFF
22 was not paid at all. Moreover, when he worked overtime he was not compensated at all, this
23 mean that for these hours he did not even receive the required minimum wage.

24 56. As a direct and proximate results of the acts and/or omissions of DEFENDANTS,
25 PLAINTIFF has been deprived of minimum wages due in amounts to be determined at trial, and
26 to additional amounts as liquidated damages, pursuant to *Labor Code* §§1194 and 1194.2.
27

1 57. DEFENDANTS' failure to pay PLAINTIFF the minimum wage as required
2 violates *Labor Code* §§1194, 1197, 1197.1. Pursuant to these sections, PLAINTIFF is entitled
3 to recover the unpaid balance of his minimum wage compensation, liquidated damages in the
4 same amount, as well as interest, costs, and attorneys' fees.

5 58. As such, PLAINTIFF is entitled to such damages, penalties, interest, attorney's
6 fees, and costs, plus restitution of all wages earned but not paid, the exact amount of penalties
7 will be proved at trial.
8

9 **VII. FIFTH CAUSE OF ACTION**
10 **WAGE AND HOUR**
11 **FAILURE TO PROVIDE MEAL BREAKS**
12 **(AGAINST ALL DEFENDANTS)**

13 59. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
14 though they are fully set forth herein.

15 60. Employees who work more than five hours in a day are entitled to a meal period
16 of at least 30 minutes; and a second meal period of at least 30 minutes if they work for more
17 than 10 hours in a day. [Labor Code §512(a)]. State law also requires employers to authorize
18 rest period of specified minimum duration (generally 10 minutes of paid rest for every four
19 hours of works). [8 California Code Regulations ("Cal. C. Regs.") §§11010-11150 ¶2 and
20 §11160 ¶1].

21 61. An IWC Wage order mandates that no employer may require an employee to
22 work during any meal or rest period [Labor Code §226.7(a)]. An employer who fails to provide
23 meal or rest periods as required by an applicable Wage Order must pay the employee one
24 additional hour of pay at the employee's regular rate of pay for each workday that a meal or rest
25 period was not provided. [Labor Code. §226.7(b)] [8 Cal. C. Regs. §§11010 et seq. ¶11].
26
27

62. Furthermore, an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (Cicairos v. Summit Logistics, Inc. (2005) 133 Cal.App.4th 949, 962-963 [35 Cal.Rptr.3d 243]; see also Jaimez v. Daiohs USA, Inc., supra, 181 Cal.App.4th at pp. 1304-1305 [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; Dilts v. Penske Logistics, LLC (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy "enforced through `ridicule' or `reprimand'" would be illegal].)

63. The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks. (See Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004.)

64. PLAINTIFF on numerous occasions worked during his lunch and rest breaks due to work demands and deadline requirements. PLAINTIFF also was not told about a second meal break for days when he worked over 10 hours. PLAINTIFF'S lunches were often not complaint.

65. As such, PLAINTIFF is entitled to such damages, penalties, interest, attorney's fees, and costs, plus restitution of all wages earned but not paid, the exact amount of penalties will be proved at trial.

VIII. SIXTH CAUSE OF ACTION

WAGE AND HOUR – FAILURE TO PROVIDE REST PERIODS

(AGAINST ALL DEFENDANTS)

66. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as though they are fully set forth herein.

67. State law requires employers to authorize paid rest periods of a specified minimum duration of 10 minutes for every four hours an employee works. (See, e.g., 8 *California Code Regulations* §§11010-11150 ¶2 and §11160 ¶1; Wage order No. 9)

68. At all times relevant herein PLAINTIFF was employed by DEFENDANTS in non-

1 exempt positions.

2 69. At all times relevant herein PLAINTIFF was misclassified by DEFENDANT.

3 70. Throughout PLAINTIFF'S employment, DEFENDANTS did not provide
4 PLAINTIFF with rest breaks and/or compliant for every four hours of work.

5 71. At all relevant times, DEFENDANTS were aware of and were under a duty to
6 comply with California Labor Code and the applicable Wage Orders. However, DEFENDANTS
7 generally did not allow plaintiff to take her 10-minutes rest periods for every four hours of work.

8 72. An employer who fails to provide rest periods or complaint rest periods has required
9 by an applicable Wage Order must pay the employee one additional hour of pay at the employee's
10 regular rate of pay for each workday that a rest period was not provided.

11
12 73. Plaintiff has been harmed and DEFENDANTS are liable to PLAINTIFF for one (1)
13 hour of additional premium pay at the regular rate of compensation for each day in which the
14 proper rest period was not provided. The exact amount of missed rest break wages owed to
15 Plaintiff shall be proved at trial.

16 74. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs
17 against DEFENDANTS.

18
19 **IX. SEVENTH CAUSE OF ACTION**

20 **WAGE AND HOUR – WAITING TIME PENALTIES**

21 **(AGAINST ALL DEFENDANTS)**

22
23 75. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
24 though they are fully set forth herein.

25 76. *Labor Code* §203 provides that “if an employer willfully fails to pay, without
26 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages
27 of an employee who is discharged or who quits, the wages of the employee shall continue as a

1 penalty from the due date thereof at the same rate until paid or until an action therefor is
2 commenced; but the wages shall not continue for more than 30 days.”

3 77. PLAINTIFF’s employment with DEFENDANTS ended.

4 78. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF’s
5 termination until the date of filing this Complaint.

6 79. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

7 80. As a result of DEFENDANTS’ aforementioned unlawful act, PLAINTIFF
8 suffered damage. PLAINTIFF is entitled to recover from DEFENDANTS the statutory penalty
9 wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day
10 maximum pursuant to *Labor Code* sections 203, plus interest and attorney’s fees in the amount
11 to be proven at trial.

12
13 **X. EIGHTTH CAUSE OF ACTION**

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15 **WHISTLE BLOWING - WRONGFUL TERMINATION AND RETALIATION**

16
17 **(Against VA and MILLER and METZGER and DOES 1 to 50)**

18
19 81. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
20 though they are fully set forth herein.

21 82. VA and MILLER and METZGER retaliated and then discharged PLAINTIFF in
22 retaliation for his complaints of illegal employment practices.

23 83. At all times relevant PLAINTIFF was employed by DEFENDANTS.

24 84. PLAINTIFF to MILLER and METZGER, employees of VA with authority to
25 investigate, discover, and correct legal violations and noncompliance the improper and illegal
26 labor and employment violations.
27

1 85. PLAINTIFF had reasonable cause to believe that the actions of VA were in
2 violation of State and Federal law.

3 86. As a result of PLAINTIFF disclosure, VA and MILLER and METZGER first
4 retroactively reduced his pay and then ultimately terminated him.

5 87. PLAINTIFF's disclosure of information and complaints were a contributing factor
6 in VA and MILLER and METZGER's decision to retaliate and ultimately discharge PLAINTIFF.
7 Even worse, after his termination, VA and MILLER and METZGER removed movie credits
8 PLAINTIFF had earned in order to discredit him and cause him further harm including making
9 him less employable.
10

11 88. As a result PLAINTIFF was harmed.

12 89. VA and MILLER and METZGER's conduct was a substantial factor in causing
13 PLAINTIFF's harm.

14 90. PLAINTIFF believes that DEFENDANTS' conducts described above were done
15 with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and
16 with the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also
17 entitled to punitive and exemplary damages.
18

19
20 **XI. NINTH CAUSE OF ACTION**

21 **DECLARATORY RELIEF**

22 **(Against all Defendants)**

23 91. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as
24 though they are fully set forth herein.

25 92. An actual controversy has arisen and now exists between PLAINTIFF and
26 DEFENDANTS. PLAINTIFF contends that he has earned certain movie credits as "Post-
27 Production" supervisor or otherwise on films controlled, owned, made, or otherwise collaborated

on by DEFENDANTS, and that as a result DEFENDANTS are required to provide PLAINTIFF with these credits and ensure that the same are included in all publication of the films.

93. A judicial determination of these issues and of the respective duties of PLAINTIFF and DEFENDANTS are necessary and appropriate at this time under the circumstances because PLAINTIFF is being harmed by DEFENDANTS' conduct, and his future employability is standing is being diminished.

94. THEREFORE, PLAINTIFF seeks a judicial determination requiring DEFENDANTS to restore all credits earned by PLAINTIFF and to pay for any such restoration related costs including, but not limited to, editing and post-production work.

XII. TENTH CAUSE OF ACTION
VIOLATION OF CAL. BUS. & PROF. CODE § § 17200 ET. SEQ. FOR UNFAIR
BUSINESS PRACTICES
(AGAINST ALL DEFENDANTS)

95. PLAINTIFF hereby incorporates by reference all of the previous paragraphs as though they are fully set forth herein.

96. DEFENDANTS, themselves or through their supervisors, in an effort to exploit, harass, and discriminate against its workers for profit or otherwise, have engaged in the following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined in this complaint:

- a) Failing to properly pay employees;
- b) Wrongfully retaliating and terminating against the Plaintiff; for objecting to illegal or unethical business practices;
- c) Stripping PLAINTIFF of earned movie credits to harm, humiliate and retaliate against PLAINTIFF, and,
- d) Trying to convince employees to accept illegal pay schemes designed to deprive the government of tax income.

1 97. Pursuant to the provisions of Section 17203 of the California Business and
2 Professions Code, this Court should issue an injunction prohibiting DEFENDANTS from
3 engaging in the foregoing unfair, deceptive, and misleading business practices.

4 98. Pursuant to the provisions of Section 17203 of the California Business and
5 Professions Code, Plaintiff is entitled to restoration of lost wages, medical expenses, and profits,
6 DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business
7 practices described in this Complaint.
8

9 99. Pursuant to provisions of Section 17203 et seq. DEFENDANTS must be ordered
10 to disgorge to PLAINTIFF ALL the profits in the relevant statutory PLAINTIFF that
11 DEFENDANTS have received from improperly billing Clients and cheating of workers in terms
12 of their hours reported as having been worked but not paid.
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14 **XIII. PRAYER**

15 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS and DOES 1
16 through 50, inclusive, as follows:

17 FIRST CAUSE OF ACTION:

- 18 a. An award of general and compensatory damages in an amount to be determined at
19 trial;
20 b. Appropriate penalties and interest for unlawfully withheld damages, to the extent
21 provided by law in the amount to be proven at trial;
22 c. Liquidated damages;
23 d. Attorney's fees and costs to the extent provided by law;
24 e. Prejudgment interest;

25 SECOND CAUSE OF ACTION:

- 26 a. An award of general and compensatory damages in an amount to be determined at
27 trial;
 b. Punitive damages;

1 c. Prejudgment interest;

2 THIRD AND FOURTH CAUSE OF ACTION:

3 a. An award of general and compensatory damages in an amount to be determined at
4 trial;

5 b. Appropriate penalties and interest for unlawfully withheld damages, to the extent
6 provided by law in the amount to be proven at trial;

7 c. Liquidated damages;

8 d. Attorney's fees and costs to the extent provided by law;

9 e. Prejudgment interest;

10 FIFTH CAUSE OF ACTION:

11 a. An award of general and compensatory damages in an amount to be determined at
12 trial;

13 b. An award of general and compensatory damages in an amount to be determined at
14 trial;

15 c. Unpaid meal break compensation;

16 d. Appropriate penalties and interest for failing to provide proper meal breaks to the
17 extent provided by law in the amount to be proven at trial;

18 e. Attorney's fees and costs to the extent provided by law;

19 f. Prejudgment interest;

20 SIXTH CAUSE OF ACTION

21 a. An award of general and compensatory damages in an amount to be determined at
22 trial;

23 b. Unpaid wages for time spend on rest breaks if any;

24 c. Appropriate penalties and interest for failing to provide proper rest breaks, to the
25 extent provided by law in the amount to be proven at trial;

26 d. Attorney's fees and costs to the extent provided by law;

27 e. Prejudgment interest;

1 SEVENTH CAUSE OF ACTION

- 2 a. An award of general and compensatory damages in an amount to be determined at
3 trial;
4 b. Civil penalties;
5 c. Attorney's fees and costs to the extent provided by law;

6 EIGHTH CAUSE OF ACTION

- 7 a. An award of general and compensatory damages in an amount to be determined at
8 trial;
9 b. Back pay, front pay and other economic damages;
10 c. Emotional distress damages;
11 d. Special Damages;
12 e. Punitive damages;
13 f. Prejudgment interest;

14 NINTH CAUSE OF ACTION

- 15 a. A judicial declaration that DEFENDANTS are required to restore PLAINTIFF movie
16 credits and pay the cost of so doing;

18 TENTH CAUSE OF ACTION

- 19 a. An award of restitution for all unpaid wages including overtime and double time, and
20 unreimbursed expenses;
21 b. Injunctive relief prohibiting DEFENDANT from engaging in the unfair, deceptive,
22 misleading practices described herein and requiring restoration of PLAINTIFF's
23 movie credits;
24 c. Restoration of all money gained by DEFENDANT and all money lost by
25 PLAINTIFFS by DEFENDANT wrongly using the unfair, deceptive and misleading
26 business practices described in the Complaint;
27 d. Reasonable attorney's fees to the extent available under California Business and

Professions Code §17200 et seq.;

e. Prejudgment interest;

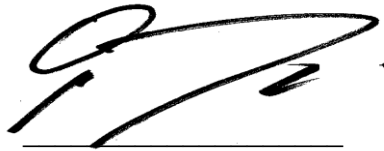
f. All costs of suit herein incurred; and

FOR ALL CAUSES OF ACTION:

a. Such other and further relied as the Court may deem proper.

Dated: May 26, 2022

BITTON & ASSOCIATES



OPHIR J. BITTON

Attorneys for Plaintiff Ryan Shane Willis

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial of their claims by jury to the extent authorized by law.

3 Dated: May 26, 2022

BITTON & ASSOCIATES

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7 OPHIR J. BITTON

8 Attorneys for Plaintiff Ryan Shane Willis