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Superior Court of California
County of Los Angeles

SEP 30 2020

Sherril R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

Alan Harris (SBN 146079)
David Garrett (SBN 160274)
Min Ji Gal (SBN 311963)
HARRIS & RUBLE
655 North Central Avenue 17th Floor
Glendale California 91203
Tel: 323.962.3777
Fax: 323.962.3004
harrisa@harrisandruble.com
mgal@harrisandruble.com
dgarrett@harrisandruble.com

Attorneys for Plaintiff Eddie Reid

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

EDDIE REID, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

NAKED GALLERY, INC., an Illinois
Corporation; ZACHARY A. MOORE, an
individual; CORY PROCTOR, an individual;
HOLLYWOOD RECORDS, INC., a Delaware
Corporation; and DOE 1 through and including
DOE 10,

Defendants.

Case No:

COMPLAINT

20STCV37529

1. Penalties Pursuant to Cal. Lab. Code §§
2698 et seq., Private Attorney General Act

JURY TRIAL DEMANDED

1 Plaintiff Eddie Reid (“Reid” or “Plaintiff”), by and through his undersigned attorneys, alleges as
2 follows:

3 **JURISDICTION AND VENUE**

4 1. This is a civil action brought under the California Labor Code Private Attorneys General
5 Act (“PAGA”), seeking unpaid wages, damages, civil penalties, statutory penalties and attorneys’ fees
6 and costs. Plaintiff has provided statutory notice to the California Labor and Workforce Development
7 Agency (“LWDA”) of the claims set forth in this Complaint and to Defendants.

8 2. Venue as to Defendants is proper in this judicial district, pursuant to California Code of
9 Civil Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business, have an
10 agent, or are found in the County of Los Angeles and are within the jurisdiction of this Court for
11 purposes of service of process. The violations of the PAGA alleged herein had a direct effect on and
12 were committed within the State of California, impacting Plaintiff and the Aggrieved Employees.

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

18 **THE PARTIES**

19 4. Plaintiff Markham is an individual, who, during the time periods relevant to this
20 Complaint, was and is a resident of the County of Los Angeles, State of California.

21 5. Plaintiff seeks to represent the following individuals:

22 Plaintiff and/or other persons who performed services for one or more of the Defendants
23 on the Production or other such motion picture projects produced in California during the
24 period from one year prior to the filing of the PAGA Notice until this case is resolved.
25 (“Aggrieved Employees”).

26 6. Defendant Naked Gallery, Inc. (“NGI”) is an Illinois Corporation, which at all times
27 relevant herein, conducted business within the County of Los Angeles, State of California and was
28 responsible for the motion picture production of a music video entitled “Bad Decisions” (“hereinafter
the Production”).

7. Defendant Zachary A. Moore (“Moore”) is an owner, Secretary and COO of NGI and at all relevant times resided in the County of Los Angeles.

8. Defendant Cory Proctor (“Proctor”) is an owner, President and CEO of NGI and upon information and belief, at all relevant times resided in the County of Los Angeles.

9. Defendant Hollywood Records, Inc. (“HRI”) is a Delaware Corporation, which at all times relevant herein, conducted business within the County of Los Angeles, State of California.

10. Defendants Doe One through and including Doe Ten are sued herein under the provisions of section 474 of the California Code of Civil Procedure. Plaintiff is unaware of the true names, identities or capacities, whether corporate, individual or otherwise, of said fictitiously named defendants, but leave of Court will be prayed to amend this pleading to insert the same herein when finally ascertained. Plaintiff is informed, believes and thereupon alleges that each of the fictitiously named Defendants is an entity, which during the relevant time period maintained a place of business in the County of Los Angeles of the State of California. Defendants NGI, Moore, Proctor, HRI and Does One through and including Doe Ten are hereinafter collectively referred to as Defendants.

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

GENERAL ALLEGATIONS

12. Defendants employed Plaintiff as a crew member on the Production on or about approximately September 5 2019. Defendants offered to compensate Plaintiff at a flat “rate” of pay for a day of work regardless of the number of hours worked over 8 hours. Plaintiff was not paid for all hours worked and was not paid for all overtime hours worked at the correct rate.

13. Plaintiff and Aggrieved Employees, were also required to keep their walkie talkie radios

1 or cell phones with them at all times, including during meal and rest breaks. Some breaks were simply not
2 provided at all. This policy denied Plaintiff and others the ability to take legally compliant meal and rest
3 breaks as required by California law.

4 14. On or around September 5, 2019, Plaintiff was laid off without a return date for any
5 further work. Although Plaintiff should have been paid in full for his accrued overtime wages and meal
6 and rest break wages no later than late September of 2019, he was not paid the full amount of wages
7 owing to him until November 2019. Plaintiff and Aggrieved Employees have as of the date of filing of
8 this Complaint not been fully compensated for work performed for the Defendants.

9 15. HRI was a joint employer and/or client employer of Plaintiff and Aggrieved Employees.
10 Employees and representatives of the production department of HRI were present and worked alongside
11 Plaintiff and Aggrieved Employees, directing their work, providing feedback and making final
12 decisions. They gave specific instructions on the manner in which work was to be completed and
13 reviewed and approved such work. They had creative and operational authority and reviewed and
14 approved various aspects of the Production. HRI's requested changes required more work than was
15 budgeted resulting in more hours worked by Plaintiffs and Aggrieved Employees. After various options
16 were presented to HRI it gave the approval for final execution.

17 16. At all relevant times mentioned herein, Wage Order 12 of the California Industrial
18 Welfare Commission applied to Plaintiff and Aggrieved Employees. In part, the Wage Order reflects
19 employer obligations regarding hours and days of work, reporting time pay, records, meal periods and
20 rest periods (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and
21 Aggrieved Employees). The Wage Order provides, in relevant part:

22
23 **3. Hours and Days of Work.**

24 **(A) Daily Overtime - General Provisions**

25 (1) The following overtime provisions are applicable to employees 18 years of age or
26 over and to employees 16 or 17 years of age who are not required by law to attend
27 school and are not otherwise prohibited by law from engaging in the subject work. Such
28 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.

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

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

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

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

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within

the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

...

11. Meal Periods.

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

(B) Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

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

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

12. Rest Periods.

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

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

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

17. At all times relevant herein, section 201.5 of the California Labor Code (the "Code") provided in part:

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

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

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

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

(c) The payment of wages to employees covered by this section may be mailed to the 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 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.

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

(e) Nothing in this section prohibits the parties to a valid collective bargaining agreement 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.

Code § 201.5.

18. Defendants employed individuals such as Plaintiff and Aggrieved Employees to work on the production on motion pictures, yet Defendants failed to timely or fully pay them, all in violation, inter alia, of Code sections 201.5 and 204.

19. At all relevant times mentioned herein, section 203 of the Code provided:

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

Code § 203. By failing to pay Plaintiff and Aggrieved Employees all wages when due at termination, Plaintiff and Aggrieved Employees are entitled to continuing wages pursuant to section 203 of the California Labor Code.

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

All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned 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 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 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.

Cal. Lab. Code § 204.

21. In no event should Plaintiff or Aggrieved Employees have been paid later than the time periods established by sections 201.5 or 204 of the California Labor Code, but certain payments to Plaintiff were made months after they were due, some have yet to be made, all leading to penalties and civil penalties under sections 203 and 204 of the California Labor Code.

22. At all times relevant herein, section 210 of the California Labor Code provided: In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

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

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

24. Here, Defendants failed to apprise all Aggrieved Employees of their rights associated with meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1) requiring all Aggrieved Employees to take late meal breaks that occurred after the first 6 hours of

each shift; (2) requiring Aggrieved Employees to work shifts over 12 hours without providing a second meal period of 30 minutes in length; and (3) failing to pay such employees 1 hour of pay at the employees regular rate of compensation for each workday in which a proper meal break was not provided. At all relevant times mentioned herein, section 226.7 of the California Labor Code provided:

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

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

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

Cal. Lab. Code § 226.7.

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

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

....

(e) An employee suffering injury as a result of a knowing and intentional failure by an

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

4

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

5 Code § 226. Defendants employed Plaintiff and Aggrieved Employees, but, in all cases, Defendants
6 failed to provide them with the data required by section 226(a) of the Code. Defendants did not provide
7 a wage statement at all.
8

9 All of the foregoing was intentional misconduct of Defendants that injured Plaintiff and
10 Aggrieved Employees insofar as they were subjected to confusion and deprived of information to which
11 they were legally entitled.

12 26. At all relevant times mentioned herein, section 510(a) of the California Labor Code
13 provided:

14 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday
15 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
16 seventh day of work in any one workweek shall be compensated at the rate of at least one and
17 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one
18 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.

19 Cal. Lab. Code § 510.

20 27. Aggrieved Employees were not timely paid proper overtime wages to which they were
21 entitled in violation of Code §§ 510, 515 and 1194. Both late payment and nonpayment of overtime
22 wages for all hours worked violates the overtime wage statute. Defendants are subject to the civil
23 penalties for which provision is made in Code § 558 by failing to pay each Class Member their overtime
24 wages.

25 28. Prior to 2013, section 515(d) of the Code provided:

26 For the purpose of computing the overtime rate of compensation required to be paid to a
27 nonexempt full-time salaried employee, the employee's regular hourly rate shall be
1/40th of the employee's weekly salary.

28 Code § 515(d). Thereafter, the State Legislature enacted A.B. 2103 to amend section 515 to expressly

1 overturn Arechiga v. Dolores Press, Inc., 192 Cal. App. 4th 567, 571 (2011), which upheld an agreement
2 in which the employee agreed to work 66 hours per week for a weekly salary of \$880. AB 2103, which
3 took effect on January 1, 2013 added section 515(d)(2), which clarifies and conforms the statute to the
4 interpretation that the Department of Labor Standards Enforcement had always used prior to 2013 and
5 provides:

6 Payment of a fixed salary to a nonexempt employee shall be deemed to provide
7 compensation only for the employee’s regular, nonovertime hours, notwithstanding any
8 private agreement to the contrary.

9 According to the California Supreme Court, a daily wage rate is “deemed to provide compensation only
10 for the employee’s regular, nonovertime hours” too. Alvarado v. Dart Container Corp. of Cal., 4 Cal.
11 5th 542, 564–65 (2018), as modified (Apr. 25, 2018) (“the Legislature expressly endorsed the principle
12 that flat sum nonhourly compensation should be factored into an employee’s regular rate of pay by
13 dividing the flat sum by the number of nonovertime hours that exist in the relevant period, and that the
14 flat sum compensates the worker for only nonovertime hours worked.”) Here, Plaintiff’s agreement for
15 a flat rate of pay regardless of the number of hours worked violates section 515. Here, Defendants failed
16 to pay Plaintiff and Aggrieved Employees with similar wage agreements the correct overtime rate.

17 29. At all relevant times mentioned herein, section 1194 of the Code provided:

18 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
19 than the legal minimum wage or the legal overtime compensation applicable to the
20 employee is entitled to recover in a civil action the unpaid balance of the full amount of
21 this minimum wage or overtime compensation, including interest thereon, reasonable
22 attorney’s fees, and costs of suit.

23 Code § 1194.

24 30. At all relevant times mentioned herein, section 2802 of the California Labor Code
25 provided in part:

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

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

33 (c) For purposes of this section, the term “necessary expenditures or losses” shall

1 include all reasonable costs, including, but not limited to, attorney's fees incurred by the
2 employee enforcing rights granted by this section.

3 Cal. Lab. Code § 2802. Defendants failed to reimburse Plaintiff and Aggrieved Employees for
4 necessary business expenses incurred in the performance of their duties, such as for the use of a
5 personal cell phone and for motion picture production equipment and supplies.

6 31. At all relevant times mentioned herein, section 558 of the California Labor Code
7 provided:

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

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

20 32. At all relevant times mentioned herein, section 558.1 of the California Labor Code
21 provided:

22 (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be
23 violated, any provision regulating minimum wages or hours and days of work in any order of the
24 Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
25 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

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

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

Cal. Lab. Code § 558.1. Defendants are the joint employers or other persons acting on behalf of an
employer who violated, or caused to be violated the relevant sections of the Code referenced herein.
Defendants directly and/or indirectly controlled the Aggrieved Employees' wages, working conditions
and hours. Defendants' personnel were on the set of the Production and actively participated in the
Production.

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

(a) As used in this section:

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

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

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

...
(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. HRI was the client employer of Plaintiff and Aggrieved Employees, and NGI, Moore and/or Proctor were the labor contractors. NGI, Moore and/or Proctor were contracted to provide personnel for the Production. HRI is a music label and marketing company. Motion picture production of music videos are "within [its] usual course of business." HRI is responsible for all civil legal responsibility and liability for all workers supplied by NGI, Moore and/or Proctor for violations related to the payment of wages under the Labor Code. On September 24, 2020, Plaintiff gave written notice to HRI under section 2810.3.

FIRST 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)

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

39. Pursuant to section 2699.3(a)(1) of the Labor Code, Plaintiff submitted Plaintiff's PAGA
Claim Notice online to the California Labor and Workforce Development Agency ("LWDA") and
notified the LWDA of the specific provisions of the Labor Code alleged to have been violated by
Defendants, including the theories set forth in the Complaint. Also on that day, Plaintiff gave written
notice by certified mail to Defendants.

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

The agency shall notify the employer and the aggrieved employee or representative by
certified mail that it does not intend to investigate the alleged violation within 60 calendar
days of the 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). After sixty-five (65) calendar days from the postmark date of the
notice sent by Plaintiff, Plaintiff may "commence a civil action pursuant to Section 2699." Cal. Lab.
Code § 2699.3(a)(2)(A).

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

42. Plaintiff seeks to bring a representative action on behalf of himself and the State of
California as well as on behalf of a group of Aggrieved Employees defined as: Plaintiff and/or other
persons who performed services for one or more of the Defendants on the Production or other such
projects produced in California ("Aggrieved Employees") during the period from one year prior to the
filing of the PAGA Notice until this case is resolved.

43. Plaintiff will seek civil penalties pursuant to PAGA for violations of the following Labor
Code provisions:

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

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

10 **B. Failure to personnel records in violation of Code § 1198.5.**

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

19 **C. Failure to provide records in violation of Code § 432.**

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

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

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

5 48. Defendants failed to timely pay Plaintiffs and Aggrieved Employees all wages for a
6 bimonthly payroll period. Section 204 requires that wages be issued no more than 10 calendar days after
7 the last day of the payroll period: “Labor performed between the 1st and 15th days, inclusive, of any
8 calendar month shall be paid for between the 16th and the 26th day of the month during which the labor
9 was performed, and labor performed between the 16th and the last day, inclusive, of any calendar
10 month, shall be paid for between the 1st and 10th day of the following month” However, Plaintiffs and
11 Aggrieved Employees were paid after the 10th day following the close of the payroll period in violation
12 of these statutes.

13 49. Accordingly, each Aggrieved Employee who was not timely paid his or her timely wages
14 during their employment is entitled to civil penalties. Code section 210 provides for a penalty of \$100
15 for each initial violation and \$200 for each subsequent, or willful or intentional violation plus 25 percent
16 of the amount unlawfully withheld.

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

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

24 51. Here, Plaintiffs and Aggrieved Employees were not timely paid all wages due upon their
25 separation from Defendants’ employ. For example, Plaintiffs were paid almost two months after their
26 work on the Production despite repeated requests for payment. As such, Defendants failed to pay
27 Plaintiffs and Aggrieved Employees all wages due at the time of termination or within seventy-two (72)
28

1 hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of
2 Code § 203.

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

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

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

14 54. Here, Defendants made improper deductions for which Aggrieved Employees did not
15 expressly authorize in writing. Plaintiffs and Aggrieved Employees were paid less than what they were
16 supposed to be paid because they had to cover extra costs and expenses that were not reimbursed or
17 otherwise were deducted from pay.

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

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

22 56. Aggrieved Employees have not been provided a wage statement as required by Code
23 section 226(a). The foregoing was the intentional misconduct of Defendants that was intended to
24 mislead and injure Aggrieved Employees insofar as they were subjected to confusion and deprived of
25 information to which they were legally entitled. Plaintiffs were misclassified as independent contractors
26 and did not receive a wage statement at all. Many Aggrieved Employees did not receive a wage
27 statement all.
28

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

7 **H. Failure to provide sick leave information under Code §§ 245.5 and 246.**

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

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

21 **I. Failure to furnish information under Code § 2810.5.**

22 60. Aggrieved Employees were entitled to certain information in writing at the time of hiring
23 including, among other items, the following:

- 24 a. The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week,
25 salary, piece, commission, or otherwise, including any rates for overtime, as applicable.
26 b. The regular payday designated by the employer in accordance with the requirements of
27 this code.
28

- c. The name of the employer, including any “doing business as” names used by the employer.
- d. The physical address of the employer’s main office or principal place of business, and a mailing address, if different.
- e. The telephone number of the employer.
- f. The name, address, and telephone number of the employer’s workers’ compensation insurance carrier.
- g. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

61. All Aggrieved Employees were not provided with all of the required information under Section 2810.5. Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

J. Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11.

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

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

64. Here, Defendants failed to apprise all Aggrieved Employees of their rights associated with meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of:

1 (1) requiring all Aggrieved Employees to take late meal breaks that occurred after the first 6 hours of
2 each shift; (2) required Aggrieved Employees to work shifts over 12 hours without providing a second
3 meal period of 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the
4 employees regular rate of compensation for each workday in which a proper meal break was not
5 provided.

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

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

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

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

23 **L. Improper classification of employees as independent contractors in violation of Code §**
24 **226.8.**

25 68. Aggrieved Employees were willfully misclassified as independent contractors even
26 though they were employees. Production crew members are employees who are granted specific
27 protections under the Labor Code, as defined in Code § 201.5. Defendants' failure to properly classify as
28 employees all Aggrieved Employees was done on a regular and consistent basis. Code section 226.8

1 requires “a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
2 thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by
3 law.” If the employer is found to have engaged in a “pattern or practice” of misclassifying employees, it
4 is subject to a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-
5 five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted
6 by law.” Cal. Lab. Code § 226.8(c).

7 **M. Failure to reimburse necessary business expenses under Code § 2802.**

8 69. Aggrieved Employees were not reimbursed for necessary business expenses. Section
9 2802 requires that an employer indemnify his or her employee for all necessary expenditures or losses
10 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
11 obedience to the directions of the employer, even though unlawful, unless the employee, at the time of
12 obeying the directions, believed them to be unlawful.

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

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

23 **N. Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194,**
24 **and 1198.**

25 72. Both late payment and non-payment of minimum wages violate the state statute requiring
26 the payment of a minimum hourly wage. The Labor Code requires an employer to compensate its
27 employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half
28

1 times the regular rate of pay for any work in excess of eight hours in one workday and any work in
2 excess of 40 hours in any one workweek.

3 73. Here, Plaintiffs and other Aggrieved Employees were not paid at the proper
4 corresponding rate for all hours worked, including overtime as a result of the following:

- 5 a. Defendants' misclassification of these individuals as independent contractors.
- 6 b. Defendants did not record actual hours and failed to pay for all time worked.
- 7 c. Defendants failure to pay for all time spent driving/and or travelling from site to site.
- 8 d. Defendants' failure to calculate the correct overtime rate under Code § 515.
- 9 e. Aggrieved Employees routinely work "off the clock" to attend mandatory meetings
10 beyond their scheduled call time.
- 11 f. Plaintiffs and the Aggrieved Employees are routinely paid until an arbitrary time in the
12 day and not until they have ceased working.

13 74. Code § 558 imposes a civil penalty in addition to any other penalty provided by law of
14 \$50 for initial violations for each underpaid employee for each pay period for which the employee was
15 underpaid in addition to an amount sufficient to recover unpaid wages, and \$100 for subsequent
16 violations for each underpaid employee for each pay period for which the employee was underpaid in
17 addition to an amount sufficient to recover underpaid wages.

18 **O. Failure to keep complete and accurate payroll records.**

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

22 **P. Improper payment of wages from out of state bank in violation of Code § 212.**

23 76. All Aggrieved Employees are paid with paychecks that violate Code § 212. Section 212
24 states in relevant part that:

25 Any order, check, draft, note, memorandum, or other acknowledgment of
26 indebtedness, unless it is negotiable and payable in cash, on demand, without
27 discount, at some established place of business in the state, the name and
28 address of which must appear on the instrument, and at the time of its issuance
and for a reasonable time thereafter, which must be at least 30 days, the maker

or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.

77. Thus, payroll checks must be drawn on an institution located within the state of California. Here, Defendants issued wages to all Aggrieved Employees with paychecks drawn on an out-of-state bank in Illinois in violation of Code § 212.

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

Q. Personal liability of individual defendants under Code § 558.

79. Defendants Zachary A. Moore and Cory Proctor were each an employer and/or “other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.” Moore was and is an owner, COO and the Secretary of NGI and Proctor was and is an owner, CEO and the President of NGI, and each had control over the payment of wages. Under Code § 558, Defendants Moore and Proctor are responsible for the civil penalties for violation of minimum wages, overtime wages, meal and rest breaks, and reporting time pay.

80. Aggrieved Employees are entitled to recover as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for 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(a).

R. Personal liability of individual defendants under Code § 1197.1

81. Defendants Zachary A. Moore and Cory Proctor were each an employer and/or “other person acting either individually or as an officer, agent, or employee of another person, who pays or

1 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
2 law, or by an order of the Commission.” Moore and Proctor each had control over the payment of wages
3 and intentionally caused Aggrieved Employees to be paid less than was required by the Labor Code and
4 the Applicable Wage Order. Defendant is responsible for minimum wage restitution, liquidated damages
5 and Code § 203 penalties. Aggrieved Employees are entitled to recover as follows:

6 (1) For any initial violation that is intentionally committed, one hundred dollars
7 (\$100) for each underpaid employee for each pay period for which the employee
8 is underpaid. This amount shall be in addition to an amount sufficient to recover
9 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
10 applicable penalties imposed pursuant to Section 203.

11 (2) For each subsequent violation for the same specific offense, two hundred fifty
12 dollars (\$250) for each underpaid employee for each pay period for which the
13 employee is underpaid regardless of whether the initial violation is intentionally
14 committed. This amount shall be in addition to an amount sufficient to recover
15 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
16 applicable penalties imposed pursuant to Section 203.

17 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
18 Section 203, recovered pursuant to this section shall be paid to the affected
19 employee.

20 Cal. Lab. Code § 1197.1(a).

21 **WHEREFORE**, Plaintiff prays judgment as follows:

22 1. That, with respect to the First Cause of Action this Court award Plaintiff, the State of
23 California, and other former and current Aggrieved Employees their civil penalties, attorney’s fees, and
24 costs of suit, all according to proof, pursuant to the cited sections of the Labor Code and the applicable
25 Wage Orders as heretofore articulated.

26 2. For such further relief as the Court may order, including attorney’s fees, costs, and
27 interest pursuant to Labor Code sections 218.5 and 218.6, and Code of Civil Procedure section 1021.5,
28 in an amount according to proof.

DATED: September 28, 2020

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff