

COPY

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 25 2020

Sherril R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 Lin Zhan (SBN 317087)
4 HARRIS & RUBLE
5 655 North Central Avenue 17th Floor
6 Glendale California 91203
7 Tel: 323.962.3777
8 Fax: 323.962.3004
9 harrisa@harrisandruble.com
10 dgarrett@harrisandruble.com
11 lzhan@harrisandruble.com

12 Attorneys for Plaintiff

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF LOS ANGELES

16 DANIIL RULIN, an individual, on his own
17 behalf and on behalf of a class of similarly
18 situated persons,

19 Plaintiff,

20 v.

21 CRANETOWN MEDIA, LLC, a New
22 Jersey Limited Liability Company,
23 DEPUTY PRODUCTIONS, LLC, a
24 California Limited Liability Company,
25 ENTERTAINMENT ONE TELEVISION
26 USA INC., a California Corporation,
27 GARY GRADINGER, an individual, and
28 DOE 1 through and including DOE 10,

Defendants.

Case No: **20STCV36992**

COMPLAINT

[PAGA Representative Action; Class
Action]

1. Section 201.5 and 203 of the California Labor Code, Continuing Wages
2. Section 226(a) of the California Labor Code, Failure to Provide Pay Stubs
3. Sections 510 and 1194 of the California Labor Code, Failure to Pay Minimum Wage and Overtime
4. Cal. Bus & Prof. Code Section 17200 et seq. – Restitution
5. Cal. Lab. Code § 226(b), Failure to Provide Employment Records
6. Cal. Lab. Code § 1198.5, Failure to Provide Employment Records

JURY TRIAL DEMANDED

BY FAX

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

3 **PARTIES, JURISDICTION AND VENUE**

4 1. Plaintiff Rulin (“Rulin”) is an individual, who, during the time periods
5 relevant to this Complaint, was and is a resident of the County of Los Angeles, State of
6 California.

7 2. Defendant Cranetown Media, LLC (“CML”) is a New Jersey Limited
8 Liability Company and Defendant Deputy Productions, LLC (“DPLLC”) is a California
9 Limited Liability Company. Entertainment One Television USA Inc. is a California
10 corporation. Each of the foregoing corporate Defendants at times relevant herein,
11 conducted business within the County of Los Angeles of the State of California.

12 3. Defendant Gary Gradinger, an individual, is the Chief Executive Officer of
13 Defendant DPLLC.

14 4. Defendants Doe One through and including Doe Ten are sued herein under
15 the provisions of section 474 of the California Code of Civil Procedure. Plaintiff is
16 unaware of the true names, identities or capacities, whether corporate, individual or
17 otherwise, of said fictitiously name defendants, but leave of Court will be prayed to
18 amend this pleading to insert the same herein when finally ascertained. Plaintiff is
19 informed, believes and thereupon alleges that each of the fictitiously named Defendants
20 is an entity, which during the relevant time period maintained a place of business in the
21 County of Los Angeles of the State of California.

22 5. Plaintiff is informed and believes and thereon alleges that, at all times herein
23 mentioned, Defendants, and each of them, were the agents, servants, employees, and/or
24 joint ventures of their co-Defendants as aforesaid, when acting as a principal, were
25 negligent and reckless in the selection and hiring of each and every other Defendants as
26 an agent, servant, employee, corporate officer, and/or joint venture, and that each and
27 every Defendant ratified the acts of the co-Defendants.
28

6. Venue as to Defendants is proper in this judicial district, pursuant to California Business & Professions Code section 17203 and California Code of Civil Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business, have an agent, or are found in the County of Los Angeles, at 2700 Pennsylvania Ave., Suite 100, Santa Monica.

GENERAL ALLEGATIONS

7. This case is/will be a law enforcement action under the California Labor Code Private Attorneys General Act (“PAGA”) seeking unpaid wages, continuing wages, damages, civil penalties, statutory penalties and attorneys’ fees and costs. Emergency Rule 9 as promulgated by the Judicial Council of California provides: “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory Committee Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action. The term “civil causes of action” includes special proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of the code (Of the Time of Commencing Civil Actions), is construed “as including a special proceeding of a civil nature”). . . . The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure.”

8. On or about September 7, 2019, Defendants hired Plaintiff to work as a crewmember on the production of a television program, “The Deputy” (the “Production”). As of the day of filing of this complaint, Defendants have failed to properly compensate Plaintiff and/or other nonexempt workers who performed services on the Production or other such projects produced in California (“Aggrieved Employees”) for work performed. Plaintiff’s final paycheck for the pay period September 1, 2019 to September 7, 2019 was not prepared by the payroll service, Entertainment Partners, until October 29, 2019, and not mailed from Albuquerque, New Mexico to Santa Clarita, California until October 31, 2019. The employer’s due date for the

1 paycheck was on or before September 13, 2019.

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

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

9 (A) Daily Overtime - General Provisions

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

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

25 (1) For daily employees and weekly employees, excluding weekly
26 employees guaranteed more than forty (40) hours a workweek and "on call"
27 employees, one and one-half (1.5) times the employee's regular rate of pay
28 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.

...

6. 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.

...

10. Meal Periods.

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

1 (B) An employer may not employ an employee for a work period of more
2 than ten (10) hours per day without providing the employee with a second
3 meal period of not less than thirty (30) minutes, except that if the total hours
4 worked is no more than twelve (12) hours, the second meal period may be
5 waived by mutual consent of the employer and the employee only if the first
6 meal period was not waived.

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

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

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

20 **11. Rest Periods**

21 (A) Every employer shall authorize and permit all employees to take rest
22 periods, which insofar as practicable shall be in the middle of each work
23 period. Nothing in this provision shall prevent an employer from staggering
24 rest periods to avoid interruption in the flow of work and to maintain
25 continuous operations, or from scheduling rest periods to coincide with
26 breaks in the flow of work that occur in the course of the workday. The
27 authorized rest period time shall be based on the total hours worked daily at
28 the rate of ten (10) minutes net rest time for every four (4) hours worked, or

major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area. (B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period. (C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours.

Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (D) 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 workday that the rest period is not provided. In cases where a valid collective bargaining agreement provides final and binding mechanism for resolving disputes regarding enforcement of the rest period provisions, the collective bargaining agreement will prevail. (E) This section shall not apply to any employee covered by a valid collective bargaining agreement if the collective bargaining agreement provides equivalent protection.

...

10. At all relevant times mentioned herein, section 201.5 of the California Labor 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:

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

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

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

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

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

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

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

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

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

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

11 Cal. Lab. Code § 201.5. At all relevant times mentioned herein, section 201.5 of the
12 California Labor Code controlled final payment of wages to Plaintiff and other members
13 of the Production.

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

16 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
17 204.2, earned by any person in any employment are due and payable twice
18 during each calendar month, on days designated in advance by the employer
19 as the regular paydays. Labor performed between the 1st and 15th days,
20 inclusive, of any calendar month shall be paid for between the 16th and the
21 26th day of the month during which the labor was performed, and labor
22 performed between the 16th and the last day, inclusive, of any calendar
23 month, shall be paid for between the 1st and 10th day of the following
24 month.

25 Cal. Lab. Code § 204.

26 12. Before an employee starts to work for an employer, the employer is required
27 to have the employee fill out the requisite new-hire paperwork. See, e.g., Ketchikan
28 Drywall Servs., Inc. v. Immigration & Customs Enforcement, 725 F.3d 1103, 1113 (9th

1 Cir. 2013) (stating that 8 U.S.C. § 1324a “clearly makes employers responsible for
2 documenting employee work authorization” and that, “[w]here [a defendant] cho[oses] to
3 hire employees who ha[ve] failed to fill out [s]ection 1 [of i-9 Forms] completely, it
4 d[oes] so at its own peril”); 26 C.F.R. § 31-3402(f)(2)-1 subsec. (a) (stating that a
5 withholding-exemption certificate must be completed “[o]n or before the date on which
6 an individual commences employment”); 22 Cal. Code Regs. § 4340-1(a) stating that a
7 withholding-exemption certificate must be completed “[o]n or before the date on which
8 an individual commences employment”). If, for example, the employee fails to complete
9 the necessary tax documents—which is what the employer appears to contend, as set
10 forth below—the employer must follow the guidance from the Internal Revenue Service
11 and the California Employment Development Department by withholding taxes as if the
12 employee is single with no withholding allowances. See Internal Revenue Serv., Topic
13 Number 753 – Form W-4 – Employee’s Withholding Allowance Certificate (last updated
14 Mar. 1, 2018), <https://www.irs.gov/taxtopics/tc753>. There is an analogous cite from the
15 California EDD (re defaulting to the single-no-allowances rule): Cal. Emp’t Dev. Dep’t,
16 Employer’s Obligations for Form W-4 or DE 4 (2016), [https://www.edd.ca.gov/
17 pdf_pub_ctr/de71.pdf](https://www.edd.ca.gov/pdf_pub_ctr/de71.pdf)).

18 13. In no event should Plaintiff or the Aggrieved Employees have been paid
19 later than the time periods established by sections 201.5, 203 or 204 of the California
20 Labor Code, but certain payments to Plaintiff and the Aggrieved Employees were late, all
21 leading to penalties and civil penalties under the California Labor Code.

22 14. At all relevant times mentioned herein, section 203 of the California Labor
23 Code provided:

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

1 more than 30 days.

2 Cal. Lab. Code § 203.

3 15. By failing to pay Plaintiff and Aggrieved Employees all wages when due at
4 termination, Plaintiff and Aggrieved Employees are entitled to continuing wages pursuant
5 to section 203 of the California Labor Code. Here, Plaintiff's gross wages for his day of
6 services came to \$1,437.82. Accordingly, the accrued penalty under section 203 now
7 owing to Plaintiff is \$43,134.60.

8 16. At all times relevant herein, section 210 of the California Labor Code
9 provided:

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

18 Cal. Lab. Code § 210.

19 17. At all relevant times mentioned herein, section 510(a) of the California
20 Labor Code provided:

21 Eight hours of labor constitutes a day's work. Any work in excess of eight
22 hours in one workday and any work in excess of 40 hours in any one
23 workweek and the first eight hours worked on the seventh day of work in
24 any one workweek shall be compensated at the rate of at least one and one-
25 half times the regular rate of pay for an employee. Any work in excess of 12
26 hours in one day shall be compensated at the rate of no less than twice the
27 regular rate of pay for an employee. In addition, any work in excess of eight
28 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. The requirements of this section do not apply to the payment of overtime compensation to an employee working pursuant to any of the following: (1) An alternative workweek schedule adopted pursuant to Section 511. (2) An alternative workweek schedule adopted pursuant to a collective bargaining agreement pursuant to Section 514.

Cal. Lab. Code § 510.

18. Defendants failed to pay timely overtime or minimum wages to Plaintiff and Aggrieved Employees.

19. At all relevant times mentioned herein, section 1194 of the California Labor Code provided:

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

Cal. Lab. Code § 1194.

20. Plaintiff and Aggrieved Employees were not paid timely the minimum wages and/or overtime to which they were entitled.

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

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,

1 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

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

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

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

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

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

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

28 23. 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 their 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 their or her social security number, except that by January 1, 2008, only the last four digits of their 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 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a

1 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
2 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

3

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

7 Code § 226. Defendants employed Plaintiff and Aggrieved Employees, but, in all cases,
8 Defendants failed to provide them with the data required by section 226(a) of the Code.
9 For example, the wage statement did not provide the legal name and address of the
10 employer. All of the foregoing was intentional misconduct of Defendants that injured
11 Plaintiff and Aggrieved Employees insofar as they were subjected to confusion and
12 deprived of information to which they were legally entitled.

13 **CLASS-ACTION ALLEGATIONS**

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

17 For the period from April 6, 2016 to the date of decision on a Motion for Class
18 Certification herein, all persons whose final wages on account of services provided
19 to Defendants DPLLC and/or CML (such persons are referred to hereafter as "203
20 Class Members," and such period is referred to hereafter as the "203 Class
21 Period") were not paid in timely fashion, tardy wages being those paid dehors the
22 time requirements of sections 201.5 and/or 203 of the California Labor Code.

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

24 For the period from April 6, 2019 to date, all persons who were issued a wage
25 statement on account of services provided in California to Defendants DPLLC
26 and/or CML (such persons are referred to hereafter as "226 Class Members," and
27 such period is referred to hereafter as the "226 Class Period").

28 25. This action has been brought and may be properly maintained as a class

1 action under the provisions of section 382 of the Code of Civil Procedure because there is
2 a well-defined community of interest in the litigation and the proposed Classes are easily
3 ascertainable.

4 26. Defendants, as to Plaintiff and each 226 Class Member, failed to properly
5 provide the data required by section 226(a) of the Code and, accordingly, Defendants'
6 failure to provide such data entitles Plaintiff and each 226 Class Member to either actual
7 damages or statutory liquidated damages, whichever is greater.

8 27. Defendants, as to Plaintiff and each 203 Class Member, failed to timely
9 compensate as required by sections 201.5 and 203 of the Code and, accordingly,
10 Defendants' failure to make timely payment entitles Plaintiff and each 203 Class Member
11 to either actual damages or statutory damages, whichever is greater.

12 **A. Numerosity**

13 28. The potential members of each Class as defined are so numerous that joinder
14 of all the members of either Class is impracticable. The number of Class Members is
15 great, but not so great as to make the class unmanageable. It therefore is impractical to
16 join each Class Member as a named plaintiff. Accordingly, utilization of a class action is
17 the most economically feasible means of determining the merits of this litigation.

18 29. Despite the size of the proposed Classes, the Class Members are readily
19 ascertainable through an examination of the records that Defendants are required by law
20 to keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable
21 by an examination of those same records.

22 **B. Commonality**

23 30. There are questions of law and fact common to each Class that predominate
24 over any questions affecting only individual Class Members. These common questions of
25 law and fact include, without limitation:

- 26 a. Whether Defendants' failure to provide accurate itemized wage statements
27 to each and every employee violates section 226.
28

1 b. Whether Defendants failed to pay all wages in a timely fashion in violation
2 of sections 201.5 and 203 of the Code.

3 **C. Typicality**

4 31. There is a well-defined community of interest in the questions of law and
5 fact common to the Class Members.

6 32. The claims of the named Plaintiff are typical of the claims of each Class,
7 which claims all arise from the same general operative facts, namely, Defendants did not
8 compensate its employees as required by the Code and applicable Wage Order. Plaintiff
9 and all members of the Classes sustained injuries and damages arising out of and caused
10 by the Defendant's common course of conduct in violation of laws, regulations that have
11 the force and effect of law, and statutes as alleged herein. Plaintiff has no conflict of
12 interest with the other Class Members and are able to represent the Class Members'
13 interests fairly and adequately.

14 **D. Adequacy of Representation**

15 33. Plaintiff will fairly and adequately represent and protect the interests of the
16 members of each Class. Counsel who represent Plaintiff are competent and experienced
17 in litigation of employment class actions, including those in the entertainment industry.
18 Neither Plaintiff nor his counsel have any conflict with either Class.

19 **E. Superiority of Class Action**

20 34. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Class Members is not
22 practicable, and questions of law and fact common to the Class predominate over any
23 questions affecting only individual members of the Class. Each member of the Class has
24 been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or
25 practice of failing to pay hourly wages, failing to pay overtime wages, failing to provide
26 Class Members rest and meal periods without legal compensation. Class action treatment
27 will allow those similarly situated persons to litigate their claims in the manner that is
28 most efficient and economical for the parties and the judicial system. Plaintiff is unaware

1 of any difficulties that are likely to be construed in the management of this action that
2 would preclude its maintenance as a class action. The disposition of all claims of the
3 members of the Class in a class action, rather than in individual actions, benefits the
4 parties and the Court. The interest of the Class Members in controlling the prosecution of
5 separate claims against Defendants is small when compared with the efficiency of a class
6 action.

7 **FIRST CAUSE OF ACTION**

8 (Continuing Wages, California Labor Code § 201.5, 203
9 On Behalf of Plaintiff and 203 Class Members Against All Defendants)

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

12 36. Defendants employed Rulin as a crewmember. As of the date of filing of this
13 Complaint, neither Plaintiff nor Aggrieved Employees have been compensated properly
14 for their services.

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

18 38. Pursuant to section 203 of the California Labor code, Plaintiff and 203 Class
19 Members are entitled to continuing wages from Defendants in an amount according to
20 proof. Plaintiff is also entitled to recover costs and reasonable attorneys' fees and
21 reimbursement of costs under section 218.5 of the California Labor Code.

22 **SECOND CAUSE OF ACTION**

23 (Failure to Provide Information on Pay Stubs, California Labor Code § 226(a)
24 On Behalf of Plaintiff and 226 Class Members Against All Defendants)

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

27 40. Defendants failed to timely provide Plaintiff and Aggrieved Employees with
28 wage statements conforming to the requirements of section 226(a) of the California Labor

1 Code.

2 41. The failure of Defendants to provide proper wage statements violates section
3 226(a) of the California Labor Code insofar as neither the Plaintiff nor other Aggrieved
4 Employees have received data to which they are entitled. The failure to provide Plaintiff
5 or Aggrieved Employees with wage statements caused Plaintiff and Aggrieved
6 Employees injury by depriving them of information to which they are legally entitled.

7 42. Accordingly, Plaintiff and 226 Class Members are entitled to damages in an
8 amount according to proof and costs and reasonable attorney's fees in accordance with
9 the provisions of California Labor Code section 226(e), all in an amount of at least \$50.

10 **THIRD CAUSE OF ACTION**

11 (Damages for Unpaid Minimum Wages and Overtime Compensation,
12 California Labor Code §§ 510 and 1194

13 On Behalf of Plaintiff and the Aggrieved Employees Against All Defendants)

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

16 44. During his employment with Defendants, Plaintiff, as well as Aggrieved
17 Employees, worked many hours, including overtime, without compensation paid timely
18 for work performed, as required by law.

19 45. Plaintiff and 203 Class Members are entitled to recover liquidated damages
20 under section 1194.2 of the California Labor Code in an amount according to proof.
21 Plaintiff is also entitled to recover costs and reasonable attorneys' fees under section
22 1194 of the California Labor Code.

23 **FOURTH CAUSE OF ACTION**

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

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

28 47. Business and Professions Code section 17200 et seq. prohibits acts of unfair

1 competition, including any “unlawful, unfair, or fraudulent business act or practice.” Cal.
2 Bus. & Prof. Code § 17200. Plaintiff alleges that Defendants have engaged in unfair
3 business practices in California by the above-described failure to pay all accrued
4 minimum wages overtime, and accrued vacation payment in a timely fashion to Plaintiff
5 and Aggrieved Employees.

6 48. Defendants’ violations of the California wage and hour laws constitute a
7 business practice because Defendants’ aforementioned acts and omissions were done
8 repeatedly over a significant period of time, and in a systematic manner, to the detriment
9 of Plaintiff and Aggrieved Employees.

10 49. Defendants have avoided payment of wages and overtime wages required by
11 the California Labor Code, the California Code of Regulations, and the applicable IWC
12 Wage Order.

13 50. As a result of Defendants’ unfair and unlawful business practices,
14 Defendants have reaped unfair and illegal profits during the relevant time period herein at
15 the expense of Plaintiff and the Aggrieved Employees and members of the public.
16 Defendants should be made to disgorge their ill-gotten gains and to restore them to
17 Plaintiff and Aggrieved Employees.

18 51. Defendants’ actions entitle Plaintiff to seek the remedies available under
19 section 17200 et seq. Plaintiff and 203 Class Members seek full restitution of said
20 amounts from Defendants, as necessary and according to proof, to restore any and all
21 amounts—including interest—withheld, acquired, or converted by Defendants by means
22 of the unfair practices complained of herein. Plaintiff, on behalf of himself, as well as on
23 behalf of the general public, further seeks attorney’s fees and costs pursuant to sections
24 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff
25 seeks the appointment of a receiver as necessary.

26 //

27 //

(Failure to Provide Employment Records Upon Request Cal. Lab. Code §226(b)
On Behalf of Plaintiff and Against Defendant DPLLC)

55. Pursuant to Labor Code Section 226(f) and (6), Plaintiff is entitled, and hereby seeks to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each violation, reasonable attorney's fees, and the costs of bringing this cause of action.

(Failure to Provide Employment Records Upon Request Cal. Lab. Code §1198.5
On Behalf of Plaintiff Against Defendant DPLLC)

59. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby seeks to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each

1 violation, reasonable attorney's fees, and the costs of bringing this cause of action.

2
3 **WHEREFORE**, Plaintiff prays judgment as follows:

4 1. That, under the First Cause of Action, it be adjudged that the failure of
5 Defendants to make payment of Plaintiff's wages was in violation of section 201.5, and
6 204 of the California Labor Code, and was "willful" as that word is used in section 203 of
7 the California Labor Code, and that the Court enter judgment against Defendants in favor
8 of Plaintiff. That judgment be entered in favor of Plaintiff in an amount according to
9 proof, at least \$300,000, and costs and reasonable attorneys' fees in accordance with the
10 provisions of California Labor Code section 218.5.

11 2. That, under the Second Cause of Action, the Court enter judgment in favor
12 of Plaintiff and against Defendants. That judgment be entered in favor of Plaintiff in an
13 amount of at least \$50, and costs and reasonable attorneys' fees in accordance with the
14 provisions of California Labor Code section 226(e).

15 3. That, under the Third Cause of Action, this Court enter judgment in favor of
16 Plaintiff in an amount to be established by proof for Plaintiff and Aggrieved Employees
17 for unpaid liquidated damages, interest thereon, reasonable attorneys' fees and cost of
18 suit pursuant to sections 218.5, 1194, 1194.2, and 1197.1 of the Code.

19 4. That, under the Fourth Cause of Action, the Court enter judgment in favor of
20 Plaintiff and against Defendants. That judgment be entered in favor of Plaintiff in an
21 amount according to proof or as otherwise plead.

22 5. That, under the Fifth Cause of Action, the Court enter judgment in favor of
23 Plaintiff and against Defendants. That judgment be entered in favor of Plaintiff for \$750
24 and reasonable attorneys' fees.

25 6. That, under the Sixth Cause of Action, the Court enter judgment in favor of
26 Plaintiff and against Defendants. That judgment be entered in favor of Plaintiff \$750 and
27 for reasonable attorneys' fees.
28

1 7. For such further relief as the Court may order, including attorney's fees, costs,
2 and interest pursuant to Labor Code sections 218.5 and 218.6, and Code of Civil
3 Procedure section 1021.5, in an amount according to proof.
4

5 DATED: September 24, 2020

HARRIS & RUBLE

Alan Harris

Alan Harris
Attorney for Plaintiff