

COPY

Alan Harris (SBN 146079)
David Garrett (SBN 160274)
Lin Zhan (SBN 317087)
HARRIS & RUBLE
655 North Central Avenue 17th Floor
Glendale California 91203
Tel: 323.962.3777
Fax: 323.962.3004
harrisa@harrisandruble.com
dgarrett@harrisandruble.com
lzhan@harrisandruble.com

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Superior Court of California
County of Los Angeles

SEP 02 2021

Sherri H. Carter, Executive Office/Clerk
By: *[Signature]* Deputy
Maisha Prasad

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

PETER YAURI, an individual, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

GE PROJECTS, INC., a California Corporation;
GABRIEL HILL, an individual; 138
Productions, LLC, a California Limited
Liability Company; Simon Malivindi, an
individual, DOE 1 through and including DOE
10,

Defendants.

Case No: 21STCV31556
Assigned to the Hon. Amy D. Hogue,
Dept. 7

FIRST AMENDED COMPLAINT
[PAGA Representative Action; Class Action]

1. Cal. Lab. Code §§ 201.5 and 203, Continuing Wages
2. Cal. Lab. Code §§ 510, 515 and 1198, Failure to Pay Overtime
3. Cal. Lab. Code §§ 1194, 1197 and 1197.1, Failure to Pay Minimum Wages
4. Cal. Lab. Code § 226.7 and 512(a), Failure to Provide Meal Breaks
5. Cal. Lab. Code § 226.7, Failure to Provide Rest Breaks
6. Cal. Bus. & Prof. Code § 17200, Unfair Competition
7. Cal. Lab. Code § 226(b), Failure to Provide Employment Records
8. Cal. Lab. Code § 1198.5, Failure to Provide Employment Records
9. Cal. Lab. Code § 2698 et seq., PAGA

JURY TRIAL DEMANDED

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1 Plaintiff Peter Yauri by and through his undersigned attorneys, alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This case is a PAGA Representative Action and putative class action. This proceeding
4 seeks relief under the California Labor Code (the “Code”) on account of unpaid wages, unpaid overtime,
5 damages, continuing wages, liquidated damages, penalties, restitution and attorneys’ fees and costs.

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

10 **INTRODUCTION**

11 3. Plaintiff Peter Yauri (“Yauri”) is an individual, who, during the time periods relevant to
12 this Complaint, was and is a resident of the County of Los Angeles, State of California.

13 4. Defendant GE Projects, Inc. is a California Corporation, which at all times relevant
14 herein, conducted business within the County of Los Angeles of the State of California.

15 5. Defendant Gabriel Hill (“Hill”) is an individual, who at all times relevant herein,
16 conducted business within the County of Los Angeles of the State of California. Hill is the owner of GE
17 Projects, Inc.

18 6. Defendant 138 Productions, LLC is a California limited liability company, which at all
19 times relevant herein, conducted business within the County of Los Angeles of the State of California.

20 7. Defendant Simon Malivindi (“Malivindi”) is an individual, who at all times relevant
21 herein, conducted business within the County of Los Angeles of the State of California. Malivindi is the
22 owner of 138 Productions, LLC. GE Projects, Inc., Hill, 138 Productions, LLC, and Malivindi are
23 collectively referred to herein as the “Defendants.”

24 8. Defendants Doe One through and including Doe Ten are sued herein under the provisions
25 of section 474 of the California Code of Civil Procedure. Plaintiff is currently ignorant of the true
26 names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued
27 herein under fictitious names and therefore sue such defendants by such fictitious names. Plaintiff will
28 seek leave to amend this complaint to allege the true names and capacities of said fictitiously named

1 defendants when their true names and capacities have been ascertained. Plaintiff is informed and
2 believes and thereon alleges that each of the fictitiously named defendants is legally responsible in some
3 manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

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

12 10. Emergency Rule 9 as promulgated by the Judicial Council of California on insert date,
13 provides: “Notwithstanding any other law, the statutes of limitations and repose for civil causes of
14 action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory
15 Committee Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute of
16 limitations on the filing of a pleading in court asserting a civil cause of action. The term ‘civil causes of
17 action’ includes special proceedings. (See Code Civ. Proc., §§ 312, 363 [‘action,’ as used in title 2 of the
18 code (Of the Time of Commencing Civil Actions), is construed ‘as including a special proceeding of a
19 civil nature’). . . . The rule also applies to statutes of limitations on filing of causes of action in court
20 found in codes other than the Code of Civil Procedure.”

21 **GENERAL ALLEGATIONS**

22 11. Defendants employed Plaintiff and others as crew members for a Production. The
23 Aggrieved Persons herein include Plaintiff, crew members on the Production, and all crew members
24 who have been issued wage statements for services performed for Defendants in California (collectively,
25 the “Aggrieved Persons”).

26 12. Plaintiff Yauri was hired to work on or about June 30 of 2019, as a crew member on the
27 Production. He worked 10 hours on that date. Once his employment ended, Defendants were required to
28 pay him by the next week, no longer than on Thursday, July 11, 2019. However, Plaintiff’s final pay

1 check was not prepared until August 2, 2019.

2 13. Although Plaintiff should have been paid in full for his accrued minimum wages and
3 overtime, issued legally compliant wage statements, and paid no later than as required by Code §201.5,
4 Plaintiff was not paid properly and in timely fashion.

5 14. Defendants failed to properly compensate Plaintiff and other Aggrieved Employees who
6 performed services on the Production and/or other such projects produced in California for GE Projects,
7 Inc. for work performed. Plaintiff and the Aggrieved Employees worked on the Production as well as
8 on other California motion picture projects, yet were not paid timely or with appropriate wage
9 statements, all due to Defendant GE Projects, Inc.'s undercapitalization and insufficient funding of the
10 payroll accounting function.

11 15. At all relevant times mentioned herein, Wage Order 12 of the California Industrial
12 Welfare Commission applied to Plaintiff and Aggrieved Employees. In part, the Wage Order reflects
13 employer obligations regarding hours and days of work, reporting time pay and records (obligations
14 which the employer, here, failed to fulfill, both with respect to Plaintiff and Aggrieved Employees). The
15 Wage Order provides, in relevant part:

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

17 (A) Daily Overtime - General Provisions

18 (1) The following overtime provisions are applicable to employees 18 years of age or
19 over and to employees 16 or 17 years of age who are not required by law to attend school
20 and are not otherwise prohibited by law from engaging in the subject work. Such
21 employees shall not be employed more than eight (8) hours in any workday or more than
22 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:

23 (a) Employees may be employed up to a maximum of sixteen (16) hours including meal
24 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:

25 (1) For daily employees and weekly employees, excluding weekly employees guaranteed
26 more than forty (40) hours a workweek and "on call" employees, one and one-half (1.5)
27 times the employee's regular rate of pay for all hours worked in excess of eight (8) hours
28 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.

...

5. Reporting Time Pay.

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or schedule day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay

...

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 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 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 1/2) 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.

(C) Swimmers, dancers, skaters, and other performers engaged in strenuous physical activities shall have additional interim rest periods during periods of actual rehearsal or shooting.

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

16. At all relevant times mentioned herein, section 201.5 of 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.

1 (4) "Production or broadcasting of motion pictures" means the development, creation,
2 presentation, or broadcasting of theatrical or televised motion pictures, television
3 programs, commercial advertisements, music videos, or any other moving images,
4 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.

5 (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
6 the time of the termination **by the next regular payday**.

7 (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
8 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
9 employee or made available to the employee at the location specified by the employer,
whichever is earlier.

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

12 (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
13 by this section if those provisions do not exceed the time limitation established in Section
204.

14 Code § 201.5 (emphasis added in bold). At all relevant times mentioned herein, section 201.5 of the
15 Code controlled the final payment of wages to Plaintiff and the Aggrieved Employees.

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

17 If an employer willfully fails to pay, without abatement or reduction, in accordance with
18 Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who
19 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
20 continue for more than 30 days.

21 Code § 203.

22 18. By failing to pay timely Plaintiff and Aggrieved Employees all wages when due at the
23 end of employment, Plaintiff and Aggrieved Employees are entitled to continuing wages pursuant to
24 section 203 of the Code.

25 19. At all times relevant herein, section 204 of the Code provided in part:

26 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
27 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
28 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.

Code §204.

20. In no event should Plaintiff or the Aggrieved Employees have been paid later than the time periods established by sections 201.5 or 204 of the Code, but certain payments to Plaintiff and the Aggrieved Employees were made after they were due, or not at all, leading to penalties and civil penalties under sections 203 and 204 of the Code.

21. At all times relevant herein, section 210 of the 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.

Code § 210. The GE Projects, Inc. policy has been to devote insufficient capital, manpower and other required resources to its business, including 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.

22. At all relevant times mentioned herein, section 510(a) of the Code provided:

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

Code § 510.

23. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Aggrieved Employees, delaying such payments to beyond the required next weekly pay period.

24. At all relevant times mentioned herein, section 515(d)(2) of the Code provided:

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

private agreement to the contrary.

Code § 515(d)(2). Accordingly, a daily wage rate is “deemed to provide compensation only for the employee’s regular, nonovertime hours” too. Alvarado v. Dart Container Corp. of Cal., 4 Cal. 5th 542, 564–65 (2018), as modified (Apr. 25, 2018) (“the Legislature expressly endorsed the principle that flat sum nonhourly compensation should be factored into an employee’s regular rate of pay by dividing the flat sum by the number of nonovertime hours that exist in the relevant period, and that the flat sum compensates the worker for only nonovertime hours worked.”) The California Supreme Court based its holding on fundamental principles that “the obligation to pay premium pay for overtime work reflects a state policy favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging employers from imposing work in excess of those limits.” Alvarado, 4 Cal. 5th at 539.

25. At all relevant times mentioned herein, section 1194 of the 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.

Code § 1194.

26. Plaintiff and Aggrieved Employees were not timely paid the minimum wages and/or overtime to which they were entitled. Accordingly, they are entitled to liquidated damages under section 1194.2.

27. At all relevant times mentioned herein, section 558.1 of the 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, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, 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.

Code § 558.1. Hill is a joint employer with GE Projects, Inc., or other persons acting on behalf of an employer, who violated, or caused to be violated the relevant sections of the Code referenced herein.

28. At all relevant times mentioned herein, section 558 of the Code provided:

Any employer 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 shall be subject to a civil penalty 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.

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

29. At all relevant times mentioned herein, section 2810.3 of the 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.

...

Code § 2810.3.

CLASS-ACTION ALLEGATIONS

30. Plaintiff brings this action on behalf of themselves and all others similarly situated as a class action pursuant to section 382 of the Code of Civil Procedure. Plaintiff seeks to represent a “Code Class” composed of and defined as follows:

For the period three years and 180 days prior to the filing of this Complaint to date, all persons issued wage statements on account of services provided for Defendants in the production of Motion Pictures¹ (such persons are referred to hereafter as Code Class Members, and such period is referred to hereafter as the Class Period).

Further, Plaintiff seeks to represent a “17200 Class” composed of and defined as follows:

For the period four years and 180 days prior to the filing of this Complaint to date, all persons who were not provided proper rest breaks and/or meal breaks by Defendants in the production of Motion Pictures (such persons are referred to hereafter as Rest Break Members, and such period is referred to hereafter as the Class Period).

A. Numerosity

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

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

B. Commonality

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

- a. Whether Defendants failed to pay all wages in a timely fashion in violation of sections 201.5, 203 and/or 204 of the Code.
- b. Whether Defendants’ untimely and/or nonpayment of wages give rise to liquidated damages for failure to pay minimum wages under section 1194.2.

¹ See Code § 201.5 defining Motion Pictures.

1 c. Whether Defendants' failure to provide rest breaks to each and every employee violates
2 section 226.7.

3 d. Whether Defendants' failure to provide meal breaks to each and every employee violates
4 section 226.7 and 512.

5 **C. Typicality**

6 34. There is a well-defined community of interest in the questions of law and fact common to
7 the Class Members.

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

14 **D. Adequacy of Representation**

15 36. Plaintiff will fairly and adequately represent and protect the interests of the members of
16 each Class. Counsel who represents Plaintiff is competent and experienced in litigation large
17 employment class actions. Neither Plaintiff nor his counsel have any conflict with either Class.

18 **E. Superiority of Class Action**

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

1 actions, benefits the parties and the Court. The interest of the Class Members in controlling the
2 prosecution of separate claims against Defendants is small when compared with the efficiency of a class
3 action.

4 **FIRST CAUSE OF ACTION**

(Continuing Wages, Code §§ 201.5, 203, 204

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

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

8 39. Defendants employed Plaintiff. As hereinabove articulated, Plaintiff was not timely
9 compensated in full for his services.

10 40. Upon information and belief, Aggrieved Employees and the Code Class have not been
11 timely compensated for their services. Plaintiff and the Code Class consistently worked more than 6-
12 hour shifts. However, they were required to keep their walkie talkies or radios on their persons, turned
13 on and audible at all times, including their rest periods and meal breaks and/or they were precluded from
14 leaving the set during their breaks. Accordingly, they were denied their breaks and are entitled to an
15 additional thirty minutes of wages for each faux meal break.

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

19 42. Pursuant to section 203 of the Code, Plaintiff and the Class Members are entitled to
20 continuing wages from Defendants in an amount according to proof. Plaintiff and Aggrieved
21 Employees are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the
22 Code in the total sum of at least in the total sum of at least \$18,000.00.

23 **SECOND CAUSE OF ACTION**

(Damages for Unpaid Overtime Compensation,

24 Code §§ 510, 515 and 1198

25 On Behalf of Plaintiff and the Code Class Against All Defendants)

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

28 44. Plaintiff, as well as the Code Class, worked many hours for Defendants, including

overtime, without compensation for work performed, as required by law. Aggrieved Employees were routinely deprived of thirty minutes of compensation for services, as Defendants routinely participated in a scheme to force half hour deductions from wages, even though the crew were required to respond to colleagues' queries, whether by walkie-talkies, cell phone "apps", or otherwise. For example, with respect to walkie-talkies, crew were issued specific devices for each span of service for GE Projects, Inc., and GE Projects, Inc. kept track of which device was issued to each member of the crew so Defendants could account for each of the devices which were issued to crew for their use while working for GE Projects, Inc.. At the conclusion of their service, each member of the crew returned his or her walkie-talkie to appropriate GE Projects, Inc. employee.

45. Plaintiff and the Code Class are entitled to recover an amount according to proof. Plaintiff and the Code Class are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

THIRD CAUSE OF ACTION

(Damages for Unpaid Minimum Wages,
Code §§ 510, 1194, 1194.2 and 1198

On Behalf of Plaintiff and the Code Class Against All Defendants)

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

47. Plaintiff and the Code Class, worked many hours for Defendants, without proper, full compensation for work performed, as required by law.

48. Plaintiff and the Code Class are entitled to recover liquidated damages under section 1194.2 of the Code in an amount according to proof. Plaintiff and Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

FOURTH CAUSE OF ACTION

(Failure to Provide Duty-Free Meal Breaks, Code §§ 226.7 and 512
On Behalf of Plaintiff And The 17200 Class And Against All Defendants)

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

50. Labor Code section 226.7 requires an employer to pay an additional hour of

1 compensation for each meal period the employer fails to provide a timely and uninterrupted meal period.
2 Employees are entitled to meal period of at least thirty 30 minutes per 6-hour work period.

3 51. Upon information and belief, Aggrieved Employees the 17200 Class have not been
4 timely compensated in full for their services. Plaintiff and the 17200 Class consistently worked more
5 than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on
6 their persons, turned on and audible at all times, including their rest periods and meal breaks and/or they
7 were precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and
8 are entitled to an additional thirty minutes of wages for each faux meal break.

9 52. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to
10 damages in an amount equal to one hour of wages per missed meal break, in an amount according to
11 proof.

12 **FIFTH CAUSE OF ACTION**

13 (Failure to Provide Duty-Free Rest Breaks, Code §§ 226.7 and 512
14 On Behalf of Plaintiff And The 17200 Class And Against All Defendants)

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

17 54. Labor Code section 226.7 requires an employer to pay an additional hour of
18 compensation for day on which the employer fails to provide a timely and uninterrupted rest breaks as
19 mandated by Wage Order 12 and Brinker Rest. Corp. v. Superior Court, 53 Cal. 4th 1004 (2012).

20 55. Upon information and belief, Aggrieved Employees and the 17200 Class have not been
21 timely compensated in full for their services. Plaintiff and the 17200 Class consistently worked more
22 than 6-hour shifts. However, they were required to keep their walkie talkies or radios on their persons,
23 turned on and audible at all times, including their rest periods and meal breaks and/or they were
24 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
25 entitled to an additional hour of wages for each day on which a faux rest break was provided. GE
26 Projects, Inc. kept records of each individual member of the crew to whom a walkie-talkie was issued so
27 that it could insure the return to it of the device.

28 56. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to

1 damages in an amount equal to one hour of wages, in an amount according to proof.

2
3 **SIXTH CAUSE OF ACTION**

4 (Unfair Business Practices On Behalf of Plaintiff and the 17200 Class Members Against All Defendants)

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

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

11 59. Defendants’ violations of the California wage and hour laws constitutes a business
12 practice because Defendants’ aforementioned acts and omissions were done repeatedly over a significant
13 period of time, and in a systematic manner, to the detriment of Plaintiff and Aggrieved Employees.

14 60. Defendants have avoided payment of wages and overtime wages and other benefits
15 required by the Code, the California Code of Regulations, and the applicable IWC Wage Order. Upon
16 information and belief, Aggrieved Employees the 17200 Class have not been timely compensated in full
17 for their services. Plaintiff and the 17200 Class consistently worked more than 6-hour shifts. However,
18 they were required to keep their cell phones, walkie talkies and/or radios on their persons, turned on and
19 audible at all times, including their rest periods and meal breaks and/or they were precluded from
20 leaving the set during their breaks. Accordingly, they were denied their breaks and are entitled to an
21 additional thirty minutes of wages for each faux meal break.

22 61. As a result of Defendants’ unfair and unlawful business practices, failing to provide
23 sufficient capital to sustain its operations and failing to devote sufficient resources to the payroll
24 accounting function, Defendants have reaped unfair and illegal profits during the relevant time period
25 herein at the expense of Plaintiff and the Aggrieved Employees and members of the public. Defendants
26 should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and Aggrieved
27 Employees.

28 62. The actions of Defendants entitle Plaintiff to seek the remedies available under section

1 17200 et seq. Plaintiff seek full restitution of said amounts from Defendants, as necessary and according
2 to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by
3 Defendants by means of the unfair practices complained of herein. Plaintiff, on behalf of himself, as
4 well as on behalf of the general public, further seeks attorney's fees and costs pursuant to sections 218.5
5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seeks the
6 appointment of a receiver as necessary.

7 **SEVENTH CAUSE OF ACTION**

8 (Failure to Provide Employment Records Upon Request Code § 226(b)
9 On Behalf of Plaintiff Against Defendant GE Projects, Inc.)

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

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

15 65. Plaintiff requested that Defendant GE Projects, Inc. permit inspection or copying of his
16 employment records pursuant to Labor Code section 226(b). Defendant GE Projects, Inc. has failed to
17 provide Plaintiff with an opportunity to inspect or copy their employment records within 21 days of his
18 request. Defendant GE Projects, Inc. has produced some, but not all, of Plaintiff's records.

19 66. Pursuant to Labor Code Section 226(b) and (f), Plaintiff is entitled, and hereby seek to
20 recover from Defendant GE Projects, Inc. a seven-hundred-fifty dollar (\$750) penalty for the violation,
21 reasonable attorney's fees, and the costs of bringing this cause of action.

22 **EIGHTH CAUSE OF ACTION**

23 (Failure to Provide Employment Records Upon Request Code § 1198.5
24 On Behalf of Plaintiff Against Defendant GE Projects, Inc.)

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

27 68. Pursuant to Labor Code section 1198.5, an employer shall afford current and former
28 employees the right to inspect or copy the personnel records pertaining to that current or former
employee, upon reasonable request to the employer.

69. Plaintiff requested that Defendant GE Projects, Inc. permit inspection or copying of their personnel records pursuant to Labor Code section 1198.5. Defendant GE Projects, Inc. has failed to provide Plaintiff with an opportunity to inspect or copy the employment records within 30 days of their request.

70. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby seeks to recover from Defendant GE Projects, Inc. a seven-hundred-fifty dollar (\$750) penalty for the violation, reasonable attorney's fees, and the costs of bringing this cause of action.

NINTH 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 Defendants)

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

72. Pursuant to section 2699.3(a)(1) of the Labor Code, on September 3, 2020², Plaintiff submitted their 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' Registered Agents for Service of Process of the specific provisions of the Labor Code alleged to have been violated by Defendant.

73. Plaintiff seeks to represent all Aggrieved Employees, defined as Plaintiff and/or other persons who performed services on the Production or other such projects produced in California for Defendants during the period of time commencing one year prior to the filing of the Complaint.

74. 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).

75. When sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiff have passed Plaintiff may "commence a civil action pursuant to Section 2699." Cal. Lab. Code §

² The PAGA notice was amended on October 13, 2020 to add new claims.

1 2699.3(a)(2)(A). More than sixty-five calendar day have passed since Plaintiff gave written notice of
2 the PAGA violations to the LWDA and Defendants.

3 76. Plaintiff contend that sections 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558,
4 558.1, 1194, 1197, 1198, 2802, and 2699 et seq. of the Labor Code enables them to recover civil
5 penalties under PAGA, as well as attorney's fees and costs, from Defendants, through a civil action on
6 behalf of themselves and other Aggrieved Employees.

7 77. Plaintiff seek to recover the PAGA civil penalties through a representative action
8 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
9 (2009). Therefore, class certification of the PAGA claims is not required.

10 78. Plaintiff seek civil penalties pursuant to PAGA for violations of the following Labor
11 Code provisions:

12 79. Failure to timely pay wages during employment to Plaintiff and Aggrieved Employees in
13 violation of Labor Code §§ 204 and 210. Plaintiff were not compensated twice during each calendar
14 month for wages earned by the times prescribed by section 204. Plaintiff contend that the failure of
15 Defendants to make timely payments within the time provided for has been and is "willful" within the
16 meaning of such word as used in Section 210 of the California Labor Code and that, accordingly, each
17 Aggrieved Employee who was not timely paid his or her timely wages during their employment is
18 entitled to civil penalties. Labor Code section 210 provides for a penalty of \$100 for each initial
19 violation and \$200 for each subsequent, or willful or intentional violation plus 25 percent of the amount
20 unlawfully withheld.

21 80. Failure to pay wages and/or final wages to Plaintiff and Aggrieved Employees in
22 violation of Labor Code §§ 201.5 and 203. With respect to violations of Labor Code § 201.5, Plaintiff
23 contend that the failure of Defendants to make final payments within the time provided for has been and
24 is "willful" within the meaning of such word as used in Section 203 of the California Labor Code and
25 that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is entitled to
26 civil penalties. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per
27 Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
28 subsequent violations for all Labor Code provisions for which a civil penalty is not specifically

1 provided.

2 81. Failure to provide compliant itemized wage statements to Plaintiff and Aggrieved
3 Employees in violation of Labor Code § 226(a). Plaintiff and other Aggrieved Employees have not been
4 provided a wage statement as required by Labor Code section 226(a). The foregoing was the intentional
5 misconduct of Defendants that was intended to mislead and injure Plaintiff and other Aggrieved
6 Employees insofar as they were subjected to confusion and deprived of information to which they were
7 legally entitled. Section 226(e) provides that any employee who suffers injury as a result of a knowing
8 and intentional failure by the employer to comply with its obligation to provide wage statements
9 containing all of the information referenced above is entitled to recover the greater of his actual damages
10 or \$50 for the first violation by the employer. The employee is also entitled to recover \$100 for each
11 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000.

12 82. Failure to provide proper rest and meal periods to Plaintiff and Aggrieved Employees.
13 Plaintiff and Aggrieved Employees were not provided with timely meal and rest periods in violation of
14 Labor Code section 226.7 and the applicable Living Wage Order sections 11 and 12. Labor Code section
15 226.7 requires “one additional hour of pay at the employee’s regular rate of compensation for each
16 workday that the meal or rest or recovery period is not provided.”

17 83. Failure to reimburse necessary business expenses under Labor Code § 2802. Plaintiff and
18 Aggrieved Employees were not reimbursed for necessary business expenses. Labor Code 2699 et seq.
19 imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial
20 violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for
21 all Labor Code provisions for which a civil penalty is not specifically provided.

22 84. Improper classification of employees as independent contractors in violation of Labor
23 Code § 226.8. Plaintiff and Aggrieved Employees were willfully misclassified as independent
24 contractors even though they were not exempt employees. Labor Code section 226.8 requires “a civil
25 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
26 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” If the
27 employer is found to have engaged in a “pattern or practice” of misclassifying employees, it is subject to
28 a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand

dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.” Cal. Lab. Code § 226.8(c).

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

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

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

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

WHEREFORE, Plaintiff prays judgment as follows:

1. That the Court certify the Classes.
2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the failure of Defendants to make payment of Plaintiff’s and Class Members’ wages was in violation of section 201.5 and 203 of the Code, and was “willful” as that word is used in section 203 of the Code,

1 and that the Court enter judgment against Defendants in favor of Plaintiff and 203 Class Members. That
2 judgment be entered in favor of Plaintiff in the amount of at least \$18,000.00 and the Code Class in an
3 amount according to law and proof, interest thereon, and costs and reasonable attorneys' fees in
4 accordance with the provisions of Code section 218.5.

5 3. That, under the Second Cause of Action for Failure to Pay Overtime, this Court enter
6 judgment in favor of Plaintiff and the Code Class against Defendants in the amount of unpaid overtime
7 and liquidated damages according to proof, interest thereon, and costs and reasonable attorneys' fees
8 pursuant to Code section 1194.

9 4. That, under the Third Cause of Action for Failure to Pay Minimum Wages, this Court
10 enter judgment in favor of Plaintiff and the Code Class against Defendants in the amount of unpaid
11 minimum wages and liquidated damages according to proof, interest thereon, and costs and reasonable
12 attorneys' fees pursuant to Code sections 1194 and 1194.2.

13 5. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiff
14 and the 17200 Class in an amount according to proof and award them their damages, penalties, and costs
15 of suit.

16 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiff and
17 the 17200 Class in an amount according to proof and award them their damages, penalties, and costs of
18 suit.

19 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and
20 the 17200 Class in an amount according to proof and award them their damages, penalties, and costs of
21 suit. Plaintiff, on behalf of himself, as well as on behalf of the general public, further seeks attorney's
22 fees and costs pursuant to sections 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure.
23 In addition, Plaintiff seeks the appointment of a receiver as necessary.

24 8. That, with respect to the Seventh Cause of Action, this Court enter judgment in favor of
25 each Plaintiff against Defendant GE Projects, Inc. in the amount of \$750, reasonable attorney's fees, and
26 the costs of bringing this cause of action under Code Section 226(b) and (f).

27 9. That, with respect to the Eighth Cause of Action, this Court enter judgment in favor of
28 each Plaintiff against Defendant GE Projects, Inc. in the amount of \$750, reasonable attorney's fees, and

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

2 10. That, with respect to the Ninth Cause of Action this Court award Plaintiff, the State of
3 California, and other former and current Aggrieved Employees their civil penalties, attorney's fees, and
4 costs of suit, all according to proof, pursuant to sections 201.5, 203, 204, 210, 226, 226.7, 510, 512, 515,
5 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, 2802 and 2699 et seq. of the Labor Code and the applicable
6 Wage Orders as heretofore articulated.

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

10 DATED: September 1, 2021

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff