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Superior Court of California
County of Los Angeles

AUG 27 2020

Sherri K. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy

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

JEROME DIVINITY, on behalf of himself and
others similarly situated,

Plaintiff,

v.

PACIFIC 2.1 ENTERTAINMENT GROUP, INC.,
a California Corporation, JAMES KAPENSTEIN,
an Individual, and DOE 1 through and including
DOE 10,

Defendants.

Case No:

20STCV32700

COMPLAINT

[Potential PAGA Representative
Action; Class Action]

1. Section 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

JURY TRIAL DEMANDED

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

3 **PARTIES, JURISDICTION AND VENUE**

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

6 2. Defendant Pacific 2.1 Entertainment Group, Inc. (“PEG”) is a California Corporation,
7 which at all times relevant herein, conducted business within the County of Los Angeles of the State of
8 California as a “Film Entertainment” company. Defendant PEG is the production company of a
9 television program entitled “Mayans M.C.” (the “Production”), as well as other filmed entertainment
10 projects. PEG is a subsidiary of The Walt Disney Company.

11 3. Defendant James Kapenstein 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, and has been the
13 responsible Chief Executive Officer of PEG.

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

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

26 6. Venue as to Defendants is proper in this judicial district, pursuant to California Business
27 & Professions Code section 17203 and California Code of Civil Procedure sections 395(a) and 395.5.
28 Defendants maintain an office, transact business, have an agent, or are found in the County of Los

Angeles.

GENERAL ALLEGATIONS

7. This case 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. Judicial Council of California (JCC)’s amended Emergency Rule 9, 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. Defendants employed Plaintiff for the Production on August 16, 2019. **Exhibit 1** consists of partially redacted copy of the tardy check to Plaintiff for his work on the Production. Defendants failed to properly compensate Plaintiff and other persons who performed services on the Production.

9. Plaintiff worked for some 13.5 hours on the Production. However, neither Plaintiff nor others class members compensated as required by law.

10. At all relevant times mentioned herein, Wage Order 12 of the California Industrial Welfare Commission applied to Plaintiff and others who provided services on the production of the Production. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay, records, meal periods and rest periods (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and others). The Wage Order provides, in relevant part:

3. Hours and Days of Work.

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school

1 and are not otherwise prohibited by law from engaging in the subject work. Such
2 employees shall not be employed more than eight (8) hours in any workday or more than
3 40 hours in any workweek unless the employee receives one and one-half (1 1 / 2) times
4 such employee's regular rate of pay for all hours worked over 40 hours in the workweek.
5 Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in
6 any workday or more than six (6) days in any workweek is permissible provided the
7 employee is compensated for such overtime at not less than:

8 (a) One and one-half (1 1 / 2) times the employee's regular rate of pay for all hours worked
9 in excess of eight (8) hours up to and including 12 hours in any workday, and for the first
10 eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

11 (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours
12 in any workday and for all hours —4 worked in excess of eight (8) hours on the seventh
13 (7th) consecutive day of work in a workweek.

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

17 . . .

18 **7. Records.**

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

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

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

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

26 (4) Total wages paid each payroll period, including value of board, lodging, or other
27 compensation actually furnished to the employee.
28

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

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

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

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

18 . . .

19 11. At all relevant times mentioned herein, section 201.5 of the California Labor Code
20 provided in part:

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

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

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

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

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

6 (3) "Next regular payday" means the day designated by the employer, pursuant to Section
7 204, for payment of wages earned during the payroll period in which the termination
8 occurs.

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

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

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

25 (d) For purposes of this section, an employment terminates when the employment
26 relationship ends, whether by discharge, lay off, resignation, completion of employment
27 for a specified term, or otherwise.
28

1 (e) Nothing in this section prohibits the parties to a valid collective bargaining agreement
2 from establishing alternative provisions for final payment of wages to employees covered
3 by this section if those provisions do not exceed the time limitation established in Section
4 204.

5 Cal. Lab. Code § 201.5. At all relevant times mentioned herein, section 201.5 of the California Labor
6 Code controlled final payment of wages to Plaintiff and other members of the the Production cast and
7 crew.

8 12. At all times relevant herein, section 204 of the California Labor Code provided in part:
9 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
10 by any person in any employment are due and payable twice during each calendar month,
11 on days designated in advance by the employer as the regular paydays. Labor performed
12 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
13 the 16th and the 26th day of the month during which the labor was performed, and labor
14 performed between the 16th and the last day, inclusive, of any calendar month, shall be
15 paid for between the 1st and 10th day of the following month.

16 Cal. Lab. Code § 204.

17 13. In no event should Plaintiff or others have been paid later than the time periods
18 established by sections 201.5 or 204 of the California Labor Code, but certain payments to Plaintiff and
19 others were tardy, which leads to penalties under section 203 of the California Labor Code. Plaintiff's
20 paycheck was dated October 29, 2019. Further, the Defendants' policy has been to devote insufficient
21 manpower and other resources to the payroll accounting function, with the inevitable result that cast and
22 crew are routinely paid in tardy fashion, in violation of sections 203 and 204 of the California Labor
23 Code.

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

26 If an employer willfully fails to pay, without abatement or reduction, in accordance with
27 Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who
28 quits, the wages of the employee shall continue as a penalty from the due date thereof at

1 the same rate until paid or until action therefore is commence; but the wages shall not
2 continue for more than 30 days.

3 Cal. Lab. Code § 203.

4 15. By failing to pay Plaintiff others all wages when due at termination, Plaintiff and others
5 are entitled to continuing wages pursuant to section 203 of the California Labor Code.

6 16. At all times relevant herein, section 210 of the California Labor Code provided:
7 In addition to, and entirely independent and apart from, any other penalty provided in this
8 article, every person who fails to pay the wages of each employee as provided in Sections
9 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
10 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
11 each employee; (b) For each subsequent violation, or any willful or intentional violation,
12 two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
13 amount unlawfully withheld.

14 Cal. Lab. Code § 210.

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

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

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

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

28 Code § 558.1. Defendant Kapenstein is liable under section 558.1 as an owner, director, officer, or

1 managing agent of Defendant PEG. Defendants are the joint employers or other persons acting on
2 behalf of an employer who violated, or caused to be violated the relevant sections of the Code
3 referenced herein. Plaintiff is informed and believes and upon such information and belief alleges that
4 Defendant James Kaperstein was Plaintiff's employer or should be treated as such by law, or was at all
5 times relevant, was a person acting as the employer and/or was in control of operations.

6 18. Plaintiff is informed and believes and upon such information and belief alleges that
7 Defendant Kaperstein had control of operations and was in charge of Plaintiff's employment and knew
8 or should have known that Plaintiff performed work but was not paid until weeks later. Defendants
9 systematically intentionally elected, not to pay Plaintiff for his labor as a matter of uniform practice and
10 procedure.

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

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

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

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

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

26 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
27 each of their or her employees, either as a detachable part of the check, draft, or voucher
28 paying the employee's wages, or separately when wages are paid by personal check or

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

19

20 (e) An employee suffering injury as a result of a knowing and intentional failure by an
21 employer to comply with subdivision (a) is entitled to recover the greater of all actual
22 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
23 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
24 not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
25 award of costs and reasonable attorney's fees.

26

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

1 Code § 226. Defendants employed Plaintiff and other class members to provide services on the
2 production of the Production, but, in all cases, Defendants failed to provide them with the data required
3 by section 226(a)(8) of the Code. For example, Defendants failed to provide the legal name and address
4 of the employer. PEG did not specifically identify itself as the employer. Rather, it was incorrectly
5 identified as the “Client” with a truncated designation – “Pacific 2.1 Entertainment” rather than “Pacific
6 2.1 Entertainment Group, Inc.” All of the foregoing was intentional misconduct of Defendants that
7 injured Plaintiff and others insofar as they were subjected to confusion and deprived of information to
8 which they were legally entitled.

9 **CLASS-ACTION ALLEGATIONS**

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

13 For the period for the period from three years prior to the filing of this Complaint to date, all
14 persons paid tardy wages on account of services provided to PEG, with PEG issuing wage
15 statements bearing the name Entertainment Partners Enterprises, LLC (such persons are referred
16 to hereafter as “203 Class Members,” and such period is referred to hereafter as the “203 Class
17 Period”), tardy wages being those paid dehors the time requirements of sections 201.5, 203,
18 and/or 204 of the California Labor Code.

19 Plaintiff seeks to represent a “226 Class” composed of and defined as follows:

20 For the period from one year prior to the filing of the Complaint to date, all persons who were
21 issued a wage statement on account of services provided to PEG, with PEG issuing wage
22 statements bearing the name Entertainment Partners Enterprises, LLC (such persons are referred
23 to hereafter as “226 Class Members,” and such period is referred to hereafter as the “226 Class
24 Period”).

25 22. This action has been brought and may be properly maintained as a class action under the
26 provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of
27 interest in the litigation and the proposed Classes are easily ascertainable.

28 23. Defendants, as to Plaintiff and each 226 Class Member, failed to properly provide the

1 data required by section 226(a) of the Code and, accordingly, Defendants' failure to provide such data
2 entitles Plaintiff and each 226 Class Member to either actual damages or statutory liquidated damages,
3 whichever is greater.

4 24. Defendants, as to Plaintiff and each 203 Class Member, failed to timely compensate as
5 required by sections 201.5, 203 and 204 of the Code and, accordingly, Defendants' failure to make
6 timely payment entitles Plaintiff and each 203 Class Member to either actual damages or statutory
7 damages, whichever is greater.

8 **A. Numerosity**

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

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

17 **B. Commonality**

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

- 21 a. Whether Defendants' failure to provide accurate itemized wage statements to each and
22 every employee violates section 226.
- 23 b. Whether Defendants failed to pay all wages in a timely fashion in violation of sections
24 201.5, 203 and/or 204 of the Code.
- 25 c. Whether Defendants' failure to timely pay all final wages violates section 203.

26 **C. Typicality**

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

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

8 **D. Adequacy of Representation**

9 30. Plaintiff will fairly and adequately represent and protect the interests of the members of
10 each Class. Counsel who represent Plaintiff are competent and experienced in litigation large
11 employment class actions. Neither Plaintiff nor his counsel have any conflict with either Class.

12 **E. Superiority of Class Action**

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

25 **FIRST CAUSE OF ACTION**

26 (Continuing Wages, California Labor Code § 201.5, 203, 204
27 On Behalf of Plaintiff Against All Defendants)

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

1 Complaint as though fully set forth herein.

2 33. Defendants employed Plaintiff as a crew memeber on or about August 16, 2019, but the
3 pay check was not prepared for him until on or about October 29, 2019, all in tardy fashion. Neither
4 Plaintiff nor 203 Class Members were compensated properly for their services.

5 34. Defendants' failure to compensate Plaintiff or members of the 203 Class within the time
6 for which provision is made by section 201.5 or 204 of the California Labor Code, despite their
7 knowledge of their obligation to do so, was and is "willful" as the word is used in section 203.

8 35. Pursuant to section 203 of the California Labor code, Plaintiff is entitled to continuing
9 wages from Defendants in an amount according to proof, no less than \$35,000 and the 203 Class is
10 entitled to at least \$500,000. Plaintiff is also entitled to recover costs and reasonable attorneys' fees
11 under section 218.5 of the California Labor Code.

12
13 **SECOND CAUSE OF ACTION**

14 (Failure to Provide Information on Pay Stubs, California Labor Code § 226(a)
15 On Behalf of Plaintiff Against All Defendants)

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

18 37. Defendants failed to timely provide Plaintiff and 226 Class Members with wage
19 statements conforming to the requirements of section 226(a) of the California Labor Code.

20 38. The failure of Defendants to provide proper wage statements violates section 226(a) of
21 the California Labor Code insofar as neither the Plaintiff nor other 226 Class Members have received
22 data to which they are entitled. Defendants failed to provide the legal name and address of the
23 employer, thereby making it impossible for the workers to know, from the wage statements alone, that
24 basic information, information required in order to enable the worker to know the due dates of the
25 payments. The failure to provide Plaintiff or 226 Class Members with proper wage statements caused
26 Plaintiff and 226 Class Members injury by depriving them of information to which they are legally
27 entitled.

28 39. Accordingly, Plaintiff and members of the 226 Class are entitled to damages in an
amount according to proof in an amount of at least \$50 for Plaintiff and at least \$125,000 for the 226

1 Class. Plaintiff and the 226 Class are also entitled to costs and reasonable attorney's fees in accordance
2 with the provisions of California Labor Code section 226(e).

3 **THIRD CAUSE OF ACTION**

4 (Damages for Unpaid Minimum Wages and Overtime Compensation,
5 California Labor Code §§ 510 and 1194
6 On Behalf of Plaintiff Against All Defendants)

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

9 41. During his employment by Defendants on the the Production, Plaintiff, as well as 203
10 Class Members, worked many hours, including overtime, without compensation for work performed, as
11 required by law.

12 42. Plaintiff and other 203 Class Members are entitled to recover liquidated damages under
13 section 1194.2 of the California Labor Code in an amount according to proof but no less than \$1,000 for
14 Plaintiff. Plaintiff and the 203 Class are also entitled to recover costs and reasonable attorneys' fees
15 under section 1194 of the California Labor Code.

16 **FOURTH CAUSE OF ACTION**

17 (Unfair Business Practices On Behalf of Plaintiff Against All Defendants)

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

20 44. Business and Professions Code section 17200 et seq. prohibits acts of unfair competition,
21 including any "unlawful, unfair, or fraudulent business act or practice." Cal. Bus. & Prof. Code
22 § 17200. Plaintiff alleges that Defendants have engaged in unfair business practices in California by the
23 above-described failure to pay all accrued minimum wages and overtime in timely fashion to Plaintiff
24 and members of the 203 Class.

25 45. Defendants' violations of the California wage and hour laws constitute a business
26 practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant
27 period of time, and in a systematic manner, to the detriment of Plaintiff and other members of the 203
28 Class.

46. Defendants have avoided payment of wages and overtime wages required by the

1 California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order.

2 47. As a result of Defendants' unfair and unlawful business practices, under which
3 Defendants operated with insufficient budgets for the payroll accounting function, Defendants have
4 reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and
5 others and members of the public. Defendants should be made to disgorge their ill-gotten gains and to
6 restore them to Plaintiff and members of the 203 and 226 Classes.

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

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

15 1. That this Court certify the requested classes.

16 2. That, under the First Cause of Action, it be adjudged that the failure of Defendants to
17 make timely payments of wages owing to Plaintiff and other members of the 203 Class was in violation
18 of sections 201.5, 203 and/or 204 of the Code, and was "willful" as that word is used in section 203 of
19 the Code, and that the Court enter judgment against Defendants in favor of Plaintiff and members of the
20 203 Class; that judgment be entered in favor of Plaintiff of at least \$35,000 and members of the 203
21 Class in an amount of at least \$500,000, along with reimbursement of costs and reasonable attorneys'
22 fees in accordance with the provisions of California Labor Code section 218.5.

23 3. That, under the Second Cause of Action, the Court enter judgment in favor of Plaintiff
24 and the 226 Class and against Defendants; that judgment be entered in favor of Plaintiff and members of
25 the 226 Class in an amount of at least \$125,000, along with reimbursement of costs and reasonable
26 attorneys' fees in accordance with the provisions of California Labor Code section 226(e).

27 4. That, under the Third Cause of Action, this Court enter judgment in favor of Plaintiff of
28 at least \$1,000, and of an amount to be established by proof for members of the 203 Class for unpaid

1 liquidated damages, interest thereon, reasonable attorneys' fees and cost of suit pursuant to sections
2 218.5, 1194, 1194.2, and 1197.1 of the Code.

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

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

9 DATED: August 26, 2020

HARRIS & RUBLE

10 *Alan Harris*

11 Alan Harris
12 *Attorney for Plaintiff*

Index to Exhibits

Exhibit 1 – Partially redacted copy of the tardy check to Plaintiff for his work on the Production

Exhibit 1



ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY,
BURBANK, CA 91505

www.ep.com (818) 955-6000 Version-1.18-82.0

Client: PACIFIC 2.1 ENTERTAINMENT
Prod Title: MAYANS MC - SEASON 2
Address: 10351 SANTA MONICA BLVD.
SUITE 300 ROOM 3051A
LOS ANGELES, CA 90025 (310) 369-1000

JEROME DIVINITY

SSN: [REDACTED]

Mailing Address
[REDACTED]

W-2/1099 Address
16303 ESTELLA AVE
CERRITOS, CA 90703

Check No: 72257011
Check Date: 10/29/2019
Batch: PCB 08917384
Ref / Inv: 00089095 / DXS768

PAY PERIOD
Start: 08/11/19 End: 08/17/19
Tax / Work Days: 5 / 1
Res / Work State: CA / CA
Pens Hrs / Days:

Sick Leave : CA 0/3 (Avail/Accrued)
Leave balance only reflects EP payroll activity

W-4 Status Dep. Add'l WIH
Fed: [REDACTED]
State:

Comments:

Payroll Note:

Desc	Rate: Hourly	Hours	Amount
AUTO			100.00
DOUBLE	121.6200	1.5	182.43
MEAL P			60.81
REG	60.8100	8.0	486.48
O.T.	91.2150	4.0	364.86

Taxes
FED
FICA-SSA
FICA-MED
CA SDI
CA ST

Deductions

Current Amt	YTD
167.09	1,917.16
74.06	905.73
17.32	211.82
11.95	146.09
25.59	272.58

Union: NON-UNION
Occupation Title: POLICE

TOTALS	Hours	Gross	FIT Taxable	Deductions	Net
Current:	13.5	1,194.58	1,194.58	296.01	898.57
YTD:		14,608.61		3,453.38	11,155.23

Unemployment Info: ENTERTAINMENT PARTNERS ENTERPRISES Tel: (818) 955-6000 State: CA Unemployment No: 025-6218-9

U.S. PATENT # 6,073,121 TO VERIFY, RUB THE OUTLINED BOX TO THE RIGHT AND THE INK WILL DISAPPEAR AND REAPPEAR



ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK, CA 91505

In cooperation with & payable if desired at
BANK OF AMERICA, N.A.

MAYANS MC - SEASON 2

Check Date	Employee No	Check Code
10/29/2019	[REDACTED]	[REDACTED]

72257011

64-1278/611

BANK OF AMERICA
CENTURY CITY
2049 CENTURY PARK EAST
LOS ANGELES, CA 90067

Pay Exactly Eight Hundred Ninety Eight Dollars AND 57 Cents

Pay Exactly

*****898.57

PAY TO THE
ORDER OF

JEROME DIVINITY
[REDACTED]

Void after 180 days

Mark L. [Signature]

President

[Signature]
EVP, CFO

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK THAT READS "ORIGINAL DOCUMENT"