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Superior Court of California
County of Los Angeles

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

10 JOHN WAROFF, an individual, individually
11 and on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 PARKWOOD ENTERTAINMENT, LLC, a
15 Delaware Limited Liability Company;
16 PARKWOOD PRODUCTION MEDIA, LLC, a
17 Delaware Limited Liability Company;
18 LAUREN BAKER, an individual; DOE 1
19 through and including DOE 10,

20 Defendants.

Case No: 21STCV05116

COMPLAINT

[Potential PAGA Representative Action; Class
Action]

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

JURY TRIAL DEMANDED

1 Plaintiff John Waroff by and through his undersigned attorneys, alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This will be a representative action brought under the California Labor Code Private
4 Attorneys General Act (“PAGA”), seeking relief under state law on account of unpaid wages, unpaid
5 overtime, damages, continuing wages, liquidated damages, penalties, restitution and attorneys’ fees and
6 costs. action in court found in codes other than the Code of Civil Procedure.”

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

11 **INTRODUCTION**

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

14 4. Defendant Parkwood Entertainment, LLC (“Parkwood Entertainment”) is a Delaware
15 limited liability company, which at all times relevant herein, conducted business within the County of
16 Los Angeles of the State of California.

17 5. Defendant Parkwood Production Media, LLC (“Parkwood Production”) is a Delaware
18 limited liability company, which at all times relevant herein, conducted business within the County of
19 Los Angeles of the State of California.

20 6. Defendant Lauren Baker (“Baker”) is an individual, who at all times relevant herein,
21 conducted business within the County of Los Angeles of the State of California.

22 7. Defendants Doe One through and including Doe Ten are sued herein under the provisions
23 of section 474 of the California Code of Civil Procedure. Plaintiff is currently ignorant of the true
24 names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued
25 herein under fictitious names and therefore sue such defendants by such fictitious names. Plaintiff will
26 seek leave to amend this complaint to allege the true names and capacities of said fictitiously named
27 defendants when their true names and capacities have been ascertained. Plaintiff is informed and
28 believes and thereon alleges that each of the fictitiously named defendants is legally responsible in some

1 manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

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

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

19 **GENERAL ALLEGATIONS**

20 10. Defendants Parkwood Entertainment and Parkwood Production are production companies
21 that employed Plaintiff and Aggrieved Employees as crew members for an awards show / music video
22 entitled “Awards.” (“Production”)

23 11. Plaintiff Waroff was hired to work on July 21, 2020 as a crew member on the Production.
24 He worked 11.8 hours that day, from approximately 10:00 a.m. to 9:48 p.m. Once his employment
25 ended, Defendants were required to pay him by the next week. Plaintiff’s final pay check was not
26 prepared until September 24, 2020.

27 12. Although Plaintiff should have been paid in full for the accrued minimum wages and
28 overtime, issued legally compliant wage statements, and reimbursed for all expenses no later than as

1 required by Code § 201.5, they have yet to be paid properly.

2 13. Defendants failed to fully compensate Plaintiff and other nonexempt workers who
3 performed services on the Production or other such projects produced in California for Defendants
4 (“Aggrieved Employees”) for work performed. Plaintiff and the Aggrieved Employees worked on the
5 Production as well as on other California motion picture projects, toiling in excess of eight hours in a
6 single day and over forty hours in a work week, yet not being paid timely or with appropriate wage
7 statements, all due to Defendant’s insufficient funding of the payroll accounting function.

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

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

14 (A) Daily Overtime - General Provisions

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

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

27 (1) For daily employees and weekly employees, excluding weekly employees guaranteed
28 more than forty (40) hours a workweek and “on call” employees, one and one-half (1.5)
times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours
up to and including twelve (12) hours in any one workday, and for the first eight (8)
hours worked on the seventh (7th) consecutive day of work in a workweek; and

(2) Double the employee’s regular rate of pay for all hours worked in excess of twelve
(12) hours in any workday, , and for all hours worked in excess of eight (8) hours on the
seventh (7th) consecutive day of work in a workweek.

(3) Overtime payments shall not be compounded and all payments made by the employer
for daily overtime on the basis herein above specified shall be applied toward any sum
for weekly overtime.

(4) The overtime rate of compensation required to be paid to a nonexempt full-time
salaried employee shall be computed by using the employee’s regular hourly salary as

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

...

7. Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.

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

3 (3) "Next regular payday" means the day designated by the employer, pursuant to Section
4 204, for payment of wages earned during the payroll period in which the termination
5 occurs.

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

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

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

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

25 (e) Nothing in this section prohibits the parties to a valid collective bargaining agreement
26 from establishing alternative provisions for final payment of wages to employees covered
27 by this section if those provisions do not exceed the time limitation established in Section
28 204.

Cal. Lab. Code § 201.5. At all relevant times mentioned herein, section 201.5 of the California Labor
Code controlled the final payment of wages to Plaintiff and the Aggrieved Employees.

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

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

Cal. Lab. Code § 203.

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

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

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

Cal. Lab. Code § 204.

19. 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 California Labor Code, but certain payments to Plaintiff and the Aggrieved Employees were made months after they were due, or not at all, leading to penalties and civil penalties under sections 203 and 204 of the California Labor Code.

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

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

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

21. At all relevant times mentioned herein, section 510(a) of the California Labor 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.

1 Cal. Lab. Code § 510.

2 22. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Aggrieved
3 Employees.

4 23. At all relevant times mentioned herein, section 515(d)(2) of the California Labor Code
5 provided:

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

8 Cal. Lab. Code § 515(d)(2). Accordingly, a daily wage rate is "deemed to provide compensation only for
9 the employee's regular, nonovertime hours" too. Alvarado v. Dart Container Corp. of Cal., 4 Cal. 5th
10 542, 564–65 (2018), as modified (Apr. 25, 2018) ("the Legislature expressly endorsed the principle that
11 flat sum nonhourly compensation should be factored into an employee's regular rate of pay by dividing
12 the flat sum by the number of nonovertime hours that exist in the relevant period, and that the flat sum
13 compensates the worker for only nonovertime hours worked.") The California Supreme Court based its
14 holding on fundamental principles that "the obligation to pay premium pay for overtime work reflects a
15 state policy favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging
16 employers from imposing work in excess of those limits." Alvarado, 4 Cal. 5th at 539.

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

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

23 Cal. Lab. Code § 1194.

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

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

1 (a) Any employer or other person acting on behalf of an employer, who violates, or
2 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.

3 (b) For purposes of this section, the term "other person acting on behalf of an employer"
4 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.

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

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

9 27. At all relevant times mentioned herein, section 558 of the California Labor Code
10 provided:

11 Any employer or other person acting on behalf of an employer who violates, or causes to
12 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
13 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
14 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)
15 Wages recovered pursuant to this section shall be paid to the affected employee.

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

19 28. At all relevant times mentioned herein, section 226 of the California Labor Code
20 provided:

21 (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to
22 his or her employee, either as a detachable part of the check, draft, or voucher paying the
employee's wages, or separately if wages are paid by personal check or cash, an
23 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
worked by the employee, except as provided in subdivision (j), (3) the number of piece-
24 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
basis, (4) all deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the
26 employee and only the last four digits of his or her social security number or an
employee identification number other than a social security number, (8) the name and
27 address of the legal entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name and address of the
28

1 legal entity that secured the services of the employer, and (9) all applicable hourly rates
2 in effect during the pay period and the corresponding number of hours worked at each
3 hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
4 services employer as defined in Section 201.3, the rate of pay and the total hours worked
5 for each temporary services assignment. The deductions made from payment of wages
6 shall be recorded in ink or other indelible form, properly dated, showing the month, day,
7 and year, and a copy of the statement and the record of the deductions shall be kept on
8 file by the employer for at least three years at the place of employment or at a central
9 location within the State of California. . . .

10 Cal. Lab. Code § 226. Defendants did not provide Plaintiff or other Aggrieved Employees wage
11 statements with all required information at all.

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

14 (a) As used in this section:

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

18 . . .
19 (2) "Labor" has the same meaning provided by Section 200.

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

23 . . .
24 (4) "Wages" has the same meaning provided by Section 200 and all sums payable to an
25 employee or the state based upon any failure to pay wages, as provided by law.

26 (5) "Worker" does not include an employee who is exempt from the payment of an
27 overtime rate of compensation for executive, administrative, and professional employees
28 pursuant to wage orders by the Industrial Welfare Commission described in Section 515.

(6) "Usual course of business" means the regular and customary work of a business,
performed within or upon the premises or worksite of the client employer.

(b) A client employer shall share with a labor contractor all civil legal responsibility and
civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

(2) Failure to secure valid workers' compensation coverage as required by Section 3700.

(c) A client employer shall not shift to the labor contractor any legal duties or liabilities
under Division 5 (commencing with Section 6300) with respect to workers supplied by
the labor contractor.

(d) At least 30 days prior to filing a civil action against a client employer for violations
covered by this section, a worker or his or her representative shall notify the client
employer of violations under subdivision (b).

(e) Neither the client employer nor the labor contractor may take any adverse action
against any worker for providing notification of violations or filing a claim or civil
action.

(f) The provisions of subdivisions (b) and (c) are in addition to, and shall be supplemental
of, any other theories of liability or requirement established by statute or common law.

. . .

Cal. Lab. Code § 2810.3.

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 seek to represent a “203 Class” composed of and defined as follows:

For the period four years prior to the filing of this Complaint to date, all persons paid wages on account of services provided for Defendants in the production of Motion Pictures¹ (such persons are referred to hereafter as 203 Class Members, and such period is referred to hereafter as the Class Period).

Further, Plaintiff seek to represent a “226 Class” composed of and defined as follows:

For the period one year prior to the filing of this Complaint to date, all persons paid wages on account of services provided for Defendants in the production of Motion Pictures² (such persons are referred to hereafter as 226 Class 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 either 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.

¹ See Cal. Lab. Code § 201.5 defining Motion Pictures.

² See Cal. Lab. Code § 201.5 defining Motion Pictures.

- 1 b. Whether Defendants' failure to provide accurate itemized wage statements to each and
2 every employee violates section 226(a).
3 c. Whether Defendants untimely and/or nonpayment of wages give rise to liquidated
4 damages for failure to pay minimum wages under section 1194.2.
5 d. Whether Defendants had a policy to provide only a first meal break but regardless of the
6 number of hours worked.

7 **C. Typicality**

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

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

16 **D. Adequacy of Representation**

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

20 **E. Superiority of Class Action**

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

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

6 **FIRST CAUSE OF ACTION**

(Continuing Wages, California Labor Code §§ 201.5, 203, 204
7 On Behalf of Plaintiff and the 203 Class Against All Defendants)

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

10 39. Defendants employed Plaintiff. As of the date of filing of this Complaint, Plaintiff has
11 not been timely compensated in full for their services.

12 40. Upon information and belief, Aggrieved Employees the 203 Class have not been timely
13 compensated in full for their services. Plaintiff and the 203 Class consistently worked more than 6-hour
14 and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
15 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
16 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
17 entitled to an additional thirty minutes of wages for each faux meal break.

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

21 42. Pursuant to section 203 of the California Labor Code, Plaintiff and the Class Members
22 are entitled to continuing wages from Defendants in an amount according to proof. Plaintiff and
23 Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section
24 218.5 of the California Labor Code in the total sum of at least \$22,226.60.

25 **SECOND CAUSE OF ACTION**

(Failure to Provide Compliant Pay Stubs, Cal. Lab. Code § 226(a)
26 On Behalf of Plaintiff and the 226 Class Against All Defendants)

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

44. Defendants failed to provide Plaintiff and the 226 Class with wage statements conforming to the requirements of section 226(a) of the Code.

45. The foregoing was intentional misconduct of Defendants that injured Plaintiff and Aggrieved Employees insofar as they were deprived of information to which they were legally entitled, including but not limited to, hours worked, the inclusive dates of the pay period, the name and address of the legal entity that is the employer, and all applicable rates of pay.

46. The failure of Defendants to provide compliant wage statements violates section 226(a) of the Code. The failure caused them injury by depriving them of information to which they are legally entitled. Accordingly, Plaintiff and Class Members are entitled to damages in an amount according to proof and costs and reasonable attorney's fees in accordance with the provisions of Code section 226(e), all in a sum according to proof. Plaintiff is entitled to an amount according to proof of at least \$50 each, not including interest thereon, reasonable attorneys' fees and cost of suit.

THIRD CAUSE OF ACTION

(Damages for Unpaid Overtime Compensation,
California Labor Code §§ 510, 515 and 1198)

On Behalf of Plaintiff and the 203 Class Against All Defendants)

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

48. Plaintiff, as well as the 203 Class, worked many hours for Defendants, including overtime, without compensation for work performed, as required by law.

49. Plaintiff and the 203 Class are entitled to recover an amount according to proof. Plaintiff and the 203 Class are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the California Labor Code.

FOURTH CAUSE OF ACTION

(Damages for Unpaid Minimum Wages,

California Labor Code §§ 510, 1194, 1194.2 and 1198

On Behalf of Plaintiff and the 203 Class Against All Defendants)

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

51. Plaintiff and the 203 Class, worked many hours for Defendants, without compensation

1 for work performed, as required by law.

2 52. Plaintiff and the 203 Class are entitled to recover liquidated damages under section
3 1194.2 of the California Labor Code in an amount according to proof. Plaintiff and Aggrieved
4 Employees are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the
5 California Labor Code.

6 **FIFTH CAUSE OF ACTION**

7 (Failure to Provide Meal Breaks, Cal. Lab. Code §§ 226.7 and 512
8 On Behalf of Plaintiff And the 203 Class And Against All Defendants)

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

11 54. Labor Code section 226.7 requires an employer to pay an additional hour of
12 compensation for each meal period the employer fails to provide a timely and uninterrupted meal period.
13 Employees are entitled to meal period of at least thirty 30 minutes per 5-hour work period.

14 55. Upon information and belief, Aggrieved Employees the 203 Class have not been timely
15 compensated in full for their services. Plaintiff and the 203 Class consistently worked more than 6-hour
16 and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
17 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
18 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
19 entitled to an additional thirty minutes of wages for each faux meal break.

20 56. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to
21 damages in an amount equal to one hour of wages per missed meal break, in an amount according to
22 proof.

23 **SIXTH CAUSE OF ACTION**

24 (Failure to Provide Rest Breaks, Cal. Lab. Code §§ 226.7
25 On Behalf of Plaintiff And the 203 Class Against All Defendants)

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

28 58. Labor Code Section 226.7 requires an employer to pay an additional hour of
compensation for each rest period the employer fails to provide a compliant rest period. Employees are
entitled to a rest period of ten minutes for every four hours worked or major fraction thereof.

1 59. Upon information and belief, Aggrieved Employees the 203 Class have not been timely
2 compensated in full for their services. Plaintiff and the 203 Class consistently worked more than 6-hour
3 and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
4 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
5 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
6 entitled to an additional thirty minutes of wages for each faux meal break.

7 60. Pursuant to Labor Code section 226.7, Plaintiff and the 203 Class are entitled to damages
8 in an amount equal to one hour of wages per missed meal break, in an amount according to proof.

9 **SEVENTH CAUSE OF ACTION**

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

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

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

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

20 64. Defendants have avoided payment of wages and overtime wages and other benefits
21 required by the California Labor Code, the California Code of Regulations, and the applicable IWC
22 Wage Order. Upon information and belief, Aggrieved Employees the 203 Class have not been timely
23 compensated in full for their services. Plaintiff and the 203 Class consistently worked more than 6-hour
24 and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
25 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
26 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
27 entitled to an additional thirty minutes of wages for each faux meal break.

28 65. As a result of Defendants’ unfair and unlawful business practices, Defendants have

1 reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and the
2 Aggrieved Employees and members of the public. Defendants should be made to disgorge their ill-
3 gotten gains and to restore them to Plaintiff and Aggrieved Employees.

4 66. The actions of Defendants entitle Plaintiff to seek the remedies available under section
5 17200 et seq. Plaintiff seek full restitution of said amounts from Defendants, as necessary and according
6 to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by
7 Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of themselves,
8 as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to sections
9 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seeks the
10 appointment of a receiver as necessary.

11 **EIGHTH CAUSE OF ACTION**

12 (Failure to Provide Employment Records Upon Request Cal. Lab. Code § 226(b)
13 On Behalf of Plaintiff Against Defendants)

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

16 68. Pursuant to Labor Code section 226(b), an employer shall afford current and former
17 employees the right to inspect or copy the records pertaining to that current or former employee, upon
18 reasonable request to the employer.

19 69. Plaintiff have requested that Defendants permit inspection or copying of their
20 employment records pursuant to Labor Code section 226(b). Defendants have failed to provide Plaintiff
21 with an opportunity to inspect or copy their employment records within 21 days of their requests.
22 Defendants have not produced any records at all.

23 70. Pursuant to Labor Code Section 226(b) and (f), Plaintiff is entitled, and hereby seek to
24 recover from Defendants a seven-hundred-fifty dollar (\$750) penalty for each violation, reasonable
25 attorney's fees, and the costs of bringing this cause of action.

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NINTH CAUSE OF ACTION

(Failure to Provide Employment Records Upon Request Cal. Lab. Code §1198.5
On Behalf of Plaintiff 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 Labor Code section 1198.5, an employer shall afford current and former employees the right to inspect or copy the personnel records pertaining to that current or former employee, upon reasonable request to the employer.

73. Plaintiff have requested that Defendants permit inspection or copying of their personnel records pursuant to Labor Code section 1198.5. Defendants have failed to provide Plaintiff with an opportunity to inspect or copy the employment records within 30 days of their request.

74. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby seek to recover from Defendants a seven-hundred-fifty dollar (\$750) penalty per Defendant, reasonable attorney's fees, and the costs of bringing this cause of action.

WHEREFORE, Plaintiff pray judgment as follows:

1. That the Court certify the Class.

2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the failure of Defendants to make payment of Plaintiffs' and Class Members' wages was in violation of section 201.5, 203 and 204 of the California Labor Code, and was "willful" as that word is used in section 203 of the California Labor Code, and that the Court enter judgment against Defendants in favor of Plaintiff and Class Members. That judgment be entered in favor of Plaintiff of at least \$22,226.60 and the 203 Class in an amount according to law and proof, interest thereon, and costs and reasonable attorneys' fees in accordance with the provisions of California Labor Code section 218.5.

3. That, under the Second Cause of Action for Failure to Provide Compliant Wage Statements, this Court enter judgment in favor of Plaintiff and Class Members against Defendants. That judgment be entered in favor of Plaintiff of at least \$50 and the 226 Class in an amount according to proof, and costs and reasonable attorneys' fees in accordance with the provisions of California Labor Code section 226(e).

4. That, under the Third Cause of Action for Failure to Pay Overtime, this Court enter

1 judgment in favor of Plaintiff and the 203 Class against Defendants in the amount of unpaid overtime
2 and liquidated damages according to proof, interest thereon, and costs and reasonable attorneys' fees
3 pursuant to sections 1194.

4 5. That, under the Fourth Cause of Action for Failure to Pay Minimum Wages, this Court
5 enter judgment in favor of Plaintiff and the 203 Class against Defendants in the amount of unpaid
6 minimum wages and liquidated damages according to proof, interest thereon, and costs and reasonable
7 attorneys' fees pursuant to sections 1194 and 1194.2.

8 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiff and
9 the 203 Class in an amount according to proof and award them their damages, penalties, and costs of
10 suit.

11 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and
12 the 203 Class in an amount according to proof and award them their damages, penalties, and costs of
13 suit.

14 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
15 enter judgment in favor of Plaintiff and the 203 Class against Defendants in an amount according to
16 proof. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore
17 any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of
18 the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the
19 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and
20 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seek the appointment of a receiver as
21 necessary.

22 9. That, with respect to the Eighth Cause of Action, this Court enter judgment in favor of
23 each Plaintiff against Defendants of \$750 per Defendant, reasonable attorney's fees, and the costs of
24 bringing this cause of action under Labor Code Section 226(b) and (f).

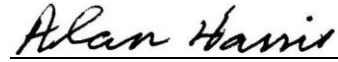
25 10. That, with respect to the Ninth Cause of Action, this Court enter judgment in favor of
26 each Plaintiff against Defendants of \$750 per Defendant, reasonable attorney's fees, and the costs of
27 bringing this cause of action pursuant to Labor Code Section 1198.5(k).

28 //

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

4 DATED: February 5, 2021

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff