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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 ANDREA SACHS, an individual, individually
11 and on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 ESTEE LAUDER, INC, a Delaware
15 Corporation; THE ESTEE LAUDER
16 COMPANIES, INC, a Delaware Corporation;
17 SMASHBOX BEAUTY COSMETICS, INC, a
18 California Corporation; DOE 1 through and
19 including DOE 10,

20 Defendants.

Case No:

21STCV11928

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 Andrea Sachs by and through her 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 Andrea Sachs (“Sachs”) 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 Estee Lauder, Inc. (“ELI”) is a Delaware corporation, which at all times
15 relevant herein, conducted business within the County of Los Angeles of the State of California.

16 5. Defendant The Estee Lauder Companies, Inc. (“TELCO”) is a Delaware corporation,
17 which at all times relevant herein, conducted business within the County of Los Angeles of the State of
18 California.

19 6. Defendant Smashbox Beauty Cosmetics, Inc. (“Smashbox”) is a California corporation,
20 which at all times relevant herein, conducted business within the County of Los Angeles of the State of
21 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 ELI, TELCI and Smashbox employed Plaintiff and Aggrieved Employees as
21 crew members for a production entitled “Smashbox Fall 2020 Campaign.” (“Production”)

22 11. Plaintiff Sachs was hired to work on March 13, 2020 as a gaffer on the Production. She
23 worked 12.5 hours that day, from approximately 7:00 a.m. to 8:00 p.m. Once her employment ended,
24 Defendants were required to pay her by the next week. Plaintiff’s final pay check was not prepared until
25 June 2, 2020.

26 12. Although Plaintiff should have been paid in full for the accrued minimum wages and
27 overtime, issued legally compliant wage statements, and reimbursed for all expenses no later than as
28 required by Code § 201.5, they have yet to be paid properly.

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

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

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

13 (A) Daily Overtime - General Provisions

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

19 (a) Employees may be employed up to a maximum of sixteen (16) hours including meal
20 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:

21 (1) For daily employees and weekly employees, excluding weekly employees guaranteed
22 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
23 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

24 (2) Double the employee’s regular rate of pay for all hours worked in excess of twelve
25 (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.

26 (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.

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

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

...

7. Records.

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

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

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

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

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

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

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

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

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

...

11. Meal Periods.

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

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

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

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

12. Rest Periods.

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

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

...

Cal. Code 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.

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

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

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

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

(c) The payment of wages to employees covered by this section may be mailed to the employee or made available to the employee at a location specified by the employer in

1 the county where the employee was hired or performed labor. The payment shall be
2 deemed to have been made on the date that the employee's wages are mailed to the
employee or made available to the employee at the location specified by the employer,
whichever is earlier.

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

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

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

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

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

15 Cal. Lab. Code § 203.

16 17. By failing to pay Plaintiff and Aggrieved Employees all wages when due at the end of
17 employment, Plaintiff and Aggrieved Employees are entitled to continuing wages pursuant to section
18 203 of the California Labor Code.

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

20 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
21 by any person in any employment are due and payable twice during each calendar month,
22 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
23 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.

24 Cal. Lab. Code § 204.

25 19. In no event should Plaintiff or the Aggrieved Employees have been paid later than the
26 time periods established by sections 201.5 or 204 of the California Labor Code, but certain payments to
27 Plaintiff and the Aggrieved Employees were made months after they were due, or not at all, leading to
28

1 penalties and civil penalties under sections 203 and 204 of the California Labor Code.

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

3 In addition to, and entirely independent and apart from, any other penalty provided in this
4 article, every person who fails to pay the wages of each employee as provided in Sections
5 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
6 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
7 each employee; (b) For each subsequent violation, or any willful or intentional violation,
8 two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
9 amount unlawfully withheld.

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

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

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

25 Cal. Lab. Code § 510.

26 22. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Aggrieved
27 Employees.

28 23. At all relevant times mentioned herein, section 515(d)(2) of the California Labor 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.

Cal. Lab. 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

1 flat sum nonhourly compensation should be factored into an employee's regular rate of pay by dividing
2 the flat sum by the number of nonovertime hours that exist in the relevant period, and that the flat sum
3 compensates the worker for only nonovertime hours worked.") The California Supreme Court based its
4 holding on fundamental principles that "the obligation to pay premium pay for overtime work reflects a
5 state policy favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging
6 employers from imposing work in excess of those limits." Alvarado, 4 Cal. 5th at 539. Therefore,
7 Plaintiff was not paid properly for her overtime.

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

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

15 Cal. Lab. Code § 1194.

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

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

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

26 (b) For purposes of this section, the term "other person acting on behalf of an employer"
27 is limited to a natural person who is an owner, director, officer, or managing agent of the
28 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.

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

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

1 provided:

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

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

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

16 (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to
17 her or her employee, either as a detachable part of the check, draft, or voucher paying
18 the employee's wages, or separately if wages are paid by personal check or cash, an
19 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
20 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
21 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
22 basis, (4) all deductions, provided that all deductions made on written orders of the
23 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the
25 employee and only the last four digits of her or her social security number or an
26 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
28 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all applicable hourly rates
in effect during the pay period and the corresponding number of hours worked at each
hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the total hours worked
for each temporary services assignment. The deductions made from payment of wages
shall be recorded in ink or other indelible form, properly dated, showing the month, day,
and year, and a copy of the statement and the record of the deductions shall be kept on
file by the employer for at least three years at the place of employment or at a central
location within the State of California. . . .

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

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

provided:

(a) As used in this section:

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

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

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

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

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

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

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

(1) The payment of wages.

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

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

(d) At least 30 days prior to filing a civil action against a client employer for violations covered by this section, a worker or her 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.

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

31. Here, Defendants failed to apprise all similarly situated employees of their rights associated with meal periods and failed to provide timely meal periods. Defendants have had a

1 consistent policy requiring all similarly situated employees to keep their radios on even during meal and
2 rest breaks. At all relevant times mentioned herein, section 226.7 of the California Labor Code provided:

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

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

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

11 Cal. Lab. Code § 226.7. Since her work required that she be in constant radio communication with
12 Defendants, she was never provided a proper meal or rest break. Upon information and belief, other
13 class members were also not provided proper meal and rest breaks.

14 **CLASS-ACTION ALLEGATIONS**

15 32. Plaintiff brings this action on behalf of themselves and all others similarly situated as a
16 class action pursuant to section 382 of the Code of Civil Procedure. Plaintiff seek to represent a “203
17 Class” composed of and defined as follows:

18 For the period four years and 180 days prior to the filing of this Complaint to date, all persons
19 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
20 hereafter as the Class Period).

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

22 For the period one year and 180 days prior to the filing of this Complaint to date, all persons
23 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).

24 Plaintiff seeks to represent a “Meal Break Class” composed of and defined as follows:

25 For the period from four years and 180 days prior to the filing of the Complaint to date, all
26 persons who were not provided a meal break by Defendants (such persons are referred to
hereafter as “Meal Break Class Members,” and such period is referred to hereafter as the “Meal

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

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

Break Class Period”).

Plaintiff seeks to represent a “Rest Break Class” composed of and defined as follows:

For the period from four years and 180 days prior to the filing of the Complaint to date, all persons were not provided a rest break by Defendants (such persons are referred to hereafter as “Rest Break Class Members,” and such period is referred to hereafter as the “Rest Break Class Period”).

A. Numerosity

33. 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.

34. 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

35. 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’ failure to provide accurate itemized wage statements to each and every employee violates section 226(a).
- c. Whether Defendants untimely and/or nonpayment of wages give rise to liquidated damages for failure to pay minimum wages under section 1194.2.
- d. Whether Defendants failed to provide meal breaks to each and every employee.
- e. Whether Defendants failed to provide rest breaks to each and every employee.

C. Typicality

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

1 37. The claims of the named Plaintiff is 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 Defendants in violation of laws, regulations that have
5 the force and effect of law, and statutes as alleged herein. Plaintiff have no conflict of interest with the
6 other Class Members and are able to represent the Class Members' interests fairly and adequately.

7 **D. Adequacy of Representation**

8 38. Plaintiff will fairly and adequately represent and protect the interests of the members of
9 each Class. Counsel who represents Plaintiff is competent and experienced in litigation large
10 employment class actions. Neither Plaintiff nor her counsel have any conflict with either Class.

11 **E. Superiority of Class Action**

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

25 **FIRST CAUSE OF ACTION**

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

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

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

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

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

44. Pursuant to section 203 of the California Labor Code, Plaintiff and the Class Members are entitled to continuing wages from Defendants in an amount according to proof. Plaintiff and Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the California Labor Code in the total sum of at least \$29,250.00.

SECOND CAUSE OF ACTION

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

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

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

47. 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.

48. 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)

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

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

51. 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)

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

53. Plaintiff and the 203 Class, worked many hours for Defendants, without compensation for work performed, as required by law.

54. Plaintiff and the 203 Class are entitled to recover liquidated damages under section 1194.2 of the California Labor 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 California Labor Code.

FIFTH CAUSE OF ACTION

(Failure to Provide Meal Breaks, Cal. Lab. Code §§ 226.7 and 512

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

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

1 Complaint as though fully set forth herein.

2 56. Labor Code section 226.7 requires an employer to pay an additional hour of
3 compensation for each meal period the employer fails to provide a timely and uninterrupted meal period.
4 Employees are entitled to meal period of at least thirty 30 minutes per six-hour work period.

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

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

14 **SIXTH CAUSE OF ACTION**

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

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

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

22 61. 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 six-
24 hour 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 62. Pursuant to Labor Code section 226.7, Plaintiff and the 203 Class are entitled to damages
in an amount equal to one hour of wages per missed meal break, in an amount according to proof.

SEVENTH CAUSE OF ACTION

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

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

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

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

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

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

68. The actions of Defendants entitle Plaintiff to seek the remedies available under section 17200 et seq. Plaintiff seek full restitution of said amounts from Defendants, as necessary and according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the general public, further seeks attorney’s fees and costs pursuant to sections

1 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seeks the
2 appointment of a receiver as necessary.

3 **EIGHTH CAUSE OF ACTION**

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

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

8 70. Pursuant to Labor Code section 226(b), an employer shall afford current and former
9 employees the right to inspect or copy the records pertaining to that current or former employee, upon
10 reasonable request to the employer.

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

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

18 **NINTH CAUSE OF ACTION**

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

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

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

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

76. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby seek to

1 recover from Defendants a seven-hundred-fifty dollar (\$750) penalty per Defendant, reasonable
2 attorney's fees, and the costs of bringing this cause of action.

3 **WHEREFORE**, Plaintiff pray judgment as follows:

4 1. That the Court certify the Class.

5 2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the
6 failure of Defendants to make payment of Plaintiffs' and Class Members' wages was in violation of
7 section 201.5, 203 and 204 of the California Labor Code, and was "willful" as that word is used in
8 section 203 of the California Labor Code, and that the Court enter judgment against Defendants in favor
9 of Plaintiff and Class Members. That judgment be entered in favor of Plaintiff of at least
10 \$29,250.00 and the 203 Class in an amount according to law and proof, interest thereon, and costs and
11 reasonable attorneys' fees in accordance with the provisions of California Labor Code section 218.5.

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

17 4. That, under the Third Cause of Action for Failure to Pay Overtime, this Court enter
18 judgment in favor of Plaintiff and the 203 Class against Defendants in the amount of unpaid overtime
19 and liquidated damages according to proof, interest thereon, and costs and reasonable attorneys' fees
20 pursuant to sections 1194.

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

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

28 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and

1 the 203 Class in an amount according to proof and award them their damages, penalties, and costs of
2 suit.

3 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
4 enter judgment in favor of Plaintiff and the 203 Class against Defendants in an amount according to
5 proof. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore
6 any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of
7 the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the
8 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and
9 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seek the appointment of a receiver as
10 necessary.

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

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

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

20 DATED: March 25, 2021

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff