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Sherri R. Carrer, Executive Officer/Clerk
By: Rita Nazarvan, Deputy

1 Shaun Setareh (SBN 204514)

shaun@setarehlaw.com

2 **SETAREH LAW GROUP**

9454 Wilshire Boulevard, Suite 907

3 Beverly Hills, California 90212

Telephone (310) 888-7771

4 Facsimile (310) 888-0109

5 Richard Lloyd Sherman (SBN 106597)

richard@shermanlawgroup.com

6 **SHERMAN LAW GROUP**

9454 Wilshire Boulevard, Suite 850

7 Beverly Hills, California 90212

Telephone (310) 246-0321

8 Facsimile (310) 246-0305

9 Attorneys for Plaintiffs **LAURIE WOODS**
and **JORDON SORENSON**

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT

14 **LAURIE WOODS** and **JORDON**
15 **SOERNSON**, on behalf of themselves, all
others similarly situated,

16 *Plaintiffs,*

17 vs.

18 **FILM INDEPENDENT, INC.**, a California
19 corporation; and DOES 1 through 50,
inclusive,

20 *Defendants.*

Case No. BC695391

Assigned For All Purposes to the Honorable
Ann Jones, Department 11

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Civil Penalties (Lab. Code §§ 2698 *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiffs Laurie Woods and Jordon Sorenson, on behalf of themselves, all others similarly
2 situated, complain and allege as follows:

3 INTRODUCTION

4 1. Plaintiffs bring this class action against Defendant Film Independent, Inc., and
5 DOES 1 through 50, inclusive (referred to as "Defendants") as current or former unpaid employees
6 ("*Unpaid Employees*") and as current or former paid employees ("*Paid Employees*") for alleged
7 violations of the California Labor Code and Business and Professions Code. As set forth below,
8 Plaintiffs allege that Defendants have failed to provide them and all similarly situated individuals
9 with:

- 10 (1) meal periods;
- 11 (2) rest periods;
- 12 (3) premium wages for missed meal and/or rest periods;
- 13 (4) at least minimum wage for all hours worked;
- 14 (5) overtime wages at the correct rate;
- 15 (6) double time wages at the correct rate;
- 16 (7) reimbursement for all necessary business expenses;
- 17 (8) accurate written wage statements; and
- 18 (9) all of their final wages following separation of employment.

19 Based on these alleged Labor Code violations, Plaintiffs now bring this class and
20 representative action to recover unpaid wages, restitution and related relief on behalf of themselves,
21 and all others similarly situated.

22 JURISDICTION AND VENUE

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiffs from Defendants exceeds the minimal jurisdiction of
25 the Superior Court of the State of California.

26 3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
27 §§395(a) and 395.5 in that liability arose in this county because at least some of the transactions that
28 are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains

1 offices, transacts business and/or has an agent therein.

2 4. Venue is also proper in the County of Los Angeles because Defendants' principal
3 place of business is in California, is incorporated under the laws of California, and does business in
4 Los Angeles County.

5 5. Plaintiffs are informed and believe, and thereupon allege that the individual claims of
6 the class defined below are under the \$75,000 threshold for federal diversity jurisdiction and the
7 aggregate claim is under the \$5,000,000 threshold for federal jurisdiction under the Class Action
8 Fairness Act of 2005. Further, there is no federal question at issue as the issues herein are based
9 solely on California law. Further, Defendant is a California corporation and Plaintiffs are a
10 California resident, therefore there is no diversity of citizenship of the parties.

11 PARTIES

12 6. Plaintiff Laurie Woods ("**Woods**") is, and at all relevant times mentioned herein, an
13 individual residing in the State of California.

14 7. Plaintiff Jordon Sorenson ("**Sorenson**") is, and at all relevant times mentioned
15 herein, an individual residing in the State of California.

16 8. Plaintiffs are informed and believe, and thereupon allege that Defendant Film
17 Independent, Inc. ("**Film Independent**") is, and at all relevant times mentioned herein, a California
18 non-profit corporation doing business in the State of California.

19 9. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
20 as DOES 1 through 50, ("**DOE Defendants**") and therefore sue these DOE defendants by such
21 fictitious names. Plaintiffs will amend this Complaint to allege the true names and capacities of the
22 DOE defendants when ascertained. Plaintiffs are informed and believe, and thereupon allege that
23 each of the DOE defendants are responsible in some manner for the occurrences, acts and omissions
24 alleged herein and that Plaintiffs' alleged damages were proximately caused by these DOE
25 Defendants. Plaintiffs will amend this complaint to allege both the true names and capacities of the
26 DOE Defendants when ascertained. (Film Independent and the DOE Defendants are hereinafter
27 collectively referred to as the "**Defendants**")

28 10. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times

1 mentioned herein, some or all of the Defendants were the representatives, agents, employees,
2 partners, directors, associates, joint venturers, principals or co-participants of some or all of the
3 other Defendants, and in doing the things alleged herein, were acting within the course and scope of
4 such relationship and with the full knowledge, consent and ratification by such other Defendants.

5 11. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
6 mentioned herein, some of the Defendants pursued a common course of conduct, acted in concert
7 and conspired with one another, and aided and abetted one another to accomplish the occurrences,
8 acts and omissions alleged herein.

9 CLASS ALLEGATIONS

10 12. This action has been brought and may be maintained as a class action pursuant to
11 Code of Civil Procedure §382 because there is a well-defined community of interest among the
12 persons who comprise the readily ascertainable classes defined below and because Plaintiffs are
13 unaware of any difficulties likely to be encountered in managing this case as a class action.

14 13. The relevant time period is defined as the time period beginning four years prior to
15 the filing of this action until judgment is entered (the "***Relevant Time Period***").

16 **Unpaid Employee Class:** All persons who worked for Defendants and were not paid all
17 wages in California and resided in California during the **Relevant Time Period**.

18 **Unpaid Employee Meal Period Sub-Class:** All **Unpaid Employee Class** members
19 who worked in a shift in excess of five hours during the Relevant Time Period.

20 **Unpaid Employee Rest Period Sub-Class:** All **Unpaid Employee Class** members
21 who worked a shift of at least three and one-half (3.5) hours during the Relevant
22 Time Period.

23 **Unpaid Employee Wage Statement Penalties Sub-Class:** All **Unpaid Employee**
24 **Class** members employed by Defendants in California during the period beginning
25 one year before the filing of this action and ending when final judgment is entered.

26 **Unpaid Employee Waiting Time Penalties Sub-Class:** All **Unpaid Employee**
27 **Class** members who separated from their employment with Defendants during the
28 period beginning three years before the filing of this action and ending when final
judgment is entered.

Paid Employee Class: All persons employed by Defendants and/or any staffing agencies
and/or any other third parties in hourly and/or non-exempt positions in California and
resided in California during the **Relevant Time Period**.

Paid Employee Meal Period Sub-Class: All **Paid Employee Class** members who
worked in a shift in excess of five hours during the Relevant Time Period.

Paid Employee Rest Period Sub-Class: All **Paid Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the Relevant Time Period.

Paid Employee Wage Statement Penalties Sub-Class: All **Paid Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

Paid Employee Waiting Time Penalties Sub-Class: All **Paid Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

UCL Class: All **Unpaid Employee Class** and **Paid Employee Class** members employed by Defendants in California during the Relevant Time Period.

Expense Reimbursement Class: All persons who worked for Defendants in paid and unpaid positions in California and resided in California who incurred business expenses during the Relevant Time Period.

14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

15. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiffs do not currently know the exact number of class members, Plaintiffs are informed and believe, and thereupon allege that the actual number exceeds the minimum required for numerosity under California law.

16. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- A. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- B. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- C. Whether Defendants failed to pay premium wages to class members when they have not been provided with required meal and/or rest periods;
- D. Whether Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal periods in accordance

with California law;

E. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;

F. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;

G. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;

H. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;

I. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203;

J. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

17. **Typicality:** Plaintiffs' claims are typical of the other class members' claims.

Plaintiffs are informed and believe, and thereupon allege that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

18. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives in that they have no interests that are adverse to, or otherwise conflict with, the interests of absent class members and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly and adequately represent and protect the interests of the other class members.

19. **Adequacy of Class Counsel:** Plaintiffs' attorneys are adequate class counsel in that they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiffs and absent class members.

20. **Superiority:** A class action is vastly superior to other available means for fair and

1 efficient adjudication of the class members' claims and would be beneficial to the parties and the
2 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
3 and efficiently prosecute their common claims in a single forum without the unnecessary
4 duplication of effort and expense that numerous individual actions would entail. In addition, the
5 monetary amounts due to many individual class members are likely to be relatively small and would
6 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
7 Moreover, a class action will serve an important public interest by permitting class members to
8 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
9 potential for inconsistent or contradictory judgments inherent in individual litigation.

10 **GENERAL FACTUAL ALLEGATIONS**

11 21. This complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code and Business and Professions Code whereby Defendants
13 solicited unpaid employees to work at their events under the false pretense that they will get to
14 enjoy the event in exchange for their services. In reality, the Unpaid Employees are required to
15 work for the duration of the event and are never able to enjoy the event. As a result, Unpaid
16 Employees do not receive any compensation for their "employment" and in many cases incur
17 expenses for which they have not been reimbursed by Defendants.

18 22. Defendant Film Independent organizes and produces various major film festivals and
19 events such as the Film Independent Spirit Awards, the LA Film Festival, and the Film Independent
20 at LACMA.

21 23. Defendants staff their events largely by use of unpaid employees and do not pay
22 them any wages.

23 24. Through websites, social media and other means of advertising, Defendants recruited
24 thousands of Unpaid Employees to work at their events.¹ Instead of paying Unpaid Employees for
25 their work, Defendants provided unpaid employees only with free admission to the event and unpaid
26

27 ¹ For example, Film Independent solicits unpaid employees on its website:
28 <https://www.filmindependent.org/spirit-awards/volunteer/>

1 employee would work. However, the value of this “free admission” was highly overstated and
2 essentially worthless, as unpaid employees spent the majority of their time performing duties under
3 the direction and control of Defendants.

4 25. Defendants utilized an electronic events scheduling program called Shiftboard.
5 While Defendants assigned specific shifts to the Unpaid Employees on Shiftboard, they were asked
6 to arrive earlier and almost always stayed later. Many Unpaid Employees, including Plaintiffs, even
7 worked shifts that were not on Shiftboard.

8 26. By failing to pay Plaintiffs and thousands of other Unpaid Employees for their
9 productive work, Defendants denied federal, state and local governments significant tax revenue
10 and denied the Unpaid Employees important benefits of working, including workers’ compensation
11 insurance, Social Security contributions, and, most importantly, the ability to earn a fair day’s wage
12 for a fair day’s work.

13 27. Defendants could have and should have paid its Unpaid Employees, but chose
14 instead to classify these individuals as non-employees leveraging their eagerness to attend these
15 events against their willingness to work for free.

16 28. Prior to the events, Film Independent invited prospective unpaid employees to
17 register on its website in order to participate at its events. Defendants then provided each individual
18 with a set of common event criteria that each unpaid employee must meet. For example, all unpaid
19 employees were required to attend a mandatory orientation and were required to work a minimum
20 number of shifts as well as on certain days.

21 29. Defendants further deceived putative class members through their actions and
22 advertisements, by misrepresenting the value of admission to the events, such that Plaintiffs and
23 members of the putative class reasonably believed such compensation would have value
24 commensurate with the value of the services rendered to Defendants. Defendants willfully withheld
25 the critical caveat that Plaintiffs and other members of the putative class would in fact not be
26 provided with sufficient time off during their shift to enjoy the event. In exchange for offering their
27 services for a shift, which often lasted over 12 hours, Unpaid Employees were provided with “free
28 admission” to the event at which they were working.

1 30. Because unpaid employees were expected to, and in fact did, spend the vast majority
2 of their time performing job duties under Defendants' direction, supervision and control, the
3 promise of free admission was illusory. Defendants directly and/or indirectly through the use of
4 agents, subsidiaries and/or alter egos, employed Plaintiffs and similarly situated persons, and failed
5 to pay them any wages.

6 31. Plaintiffs allege that such misclassification was made with knowledge and intent to
7 subvert the legal protections afforded to paid employees, and to profit at expense of the Unpaid
8 Employees.

9 32. Defendants also staff their events with employees who are paid wages ("Paid
10 Employees"). However, in many instances, Paid Employees were only paid a flat/daily rate
11 regardless of the number of hours they actually worked. Defendants intended that the flat/daily rate
12 provided for the payment of base compensation (i.e. non-overtime hours) and overtime pay.

13 33. Under existing law, the payment of a fixed salary to a non-exempt employee shall be
14 deemed to provide compensation only for the employee's regular, non-overtime hours,
15 notwithstanding any private agreement to the contrary. *Labor Code* § 515.

16 34. In many cases, Paid Employees worked in excess of eight (8) hours each day and
17 were not paid any overtime compensation. Accordingly, Paid Employees were not paid for all
18 hours worked along with appropriate overtime compensation

19 **PLAINTIFFS' FACTUAL ALLEGATIONS**

20 35. On or about February 2014, Woods was employed as a Unpaid Employee by Film
21 Independent at the Film Independent Spirit Awards in Santa Monica, California (the "*Spirit*
22 *Awards*"). While the Spirit Awards is a one day event, Unpaid Employees were required to put in a
23 three (3) week stint that included pre-event and post-event duties.

24 36. Woods in fact worked a three-week stint as an Unpaid Employee for Film
25 Independent. On each of the days Woods worked, she worked between 12-14 hours each day, with
26 a "short day" working about 10 hours.

27 37. Although Woods was scheduled to work specific shifts by Defendants on Shiftboard,
28 she was asked to arrive earlier and almost always stayed later. Woods even worked shifts that were

1 not on Shiftboard like many putative class members.

2 38. Woods was also not regularly provided with an uninterrupted meal period of at least
3 thirty-minutes before the fifth hour of work. Woods was not provided with any rest periods.

4 39. Since 2010, Sorenson was employed as a Paid Employee by Film Independent at
5 various events sponsored by Film Independent.

6 40. Sorenson generally worked a two-week stint as a Paid Employee for Film
7 Independent. On each of the days Sorenson worked, he worked between 12-14 hours each day.

8 41. Film Independent did not maintain records of hours worked by Sorenson and the
9 Paid Employees.

10 42. Sorenson was paid a flat rate of \$150 each day regardless of the number of hours that
11 he actually worked. Even though he worked in excess of eight hours each day, Sorenson did not
12 receive any overtime compensation.

13 43. Sorenson was also not regularly provided with his meal periods before the fifth hour
14 of work. Sorenson was not provided with any rest periods.

15 44. At the end of each stint, Sorenson was mailed a paycheck that he received one to two
16 weeks after his last day worked.

17 **Misclassification of Employment**

18 45. Woods and the **Unpaid Employee Class** members regularly worked more than
19 eight (8) hours each workday, and more than forty (40) hours each workweek. Plaintiffs and the
20 putative class were not paid any compensation despite working 12-14 hour shifts.

21 46. Woods and the **Unpaid Employee Class** members were entitled to all the
22 protections afforded to them as non-exempt employees under California law.

23 47. As a result of being misclassified, the time spent by Woods and the **Unpaid**
24 **Employee Class** members were not accurately recorded by the timekeeping system utilized by
25 Defendants and therefore resulted in the failure to pay Woods and the **Unpaid Employee Class**
26 members for all hours actually worked and overtime compensation.

27 **Unpaid Wages**

28 48. Woods and the **Unpaid Employee Class** members were not paid all wages earned as

1 Defendants directed, permitted or otherwise encouraged Woods and the **Unpaid Employee Class**
2 members to perform work.

3 49. Woods and the **Unpaid Employee Class** members regularly started work before
4 their scheduled work hours and were not paid for this time. Woods and the **Unpaid Employee**
5 **Class** members were instructed by Defendants to report to work earlier than the scheduled start
6 times and often had to stay after their scheduled shifts. Woods and the **Unpaid Employee Class**
7 members regularly performed work after their scheduled work hours and were not paid for this
8 time.

9 50. As a result of performing work that was directed, permitted or otherwise encouraged
10 by Defendants, Woods and the **Unpaid Employee Class** members should have been paid for this
11 time. Instead, Defendants intentionally did not pay Woods and the **Unpaid Employee Class**
12 members for any of the time worked, including wages for work performed, overtime pay, and
13 including time spent in work-related travel.

14 **Missed Meal Periods**

15 51. Plaintiffs and the **Unpaid Employee Class** and **Paid Employee Class** members
16 were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work
17 period due to (a) Defendants' policy of not scheduling each meal period as part of each work shift;
18 (b) chronically understaffing each work shift with not enough workers; (c) imposing so much work
19 on each employee such that it made it unlikely that an employee would be able to take their breaks
20 if they wanted to finish their work on time; and (d) no formal written meal and rest period policy
21 that encouraged employees to take their meal and rest periods.

22 52. As a result of Defendants' policy, Plaintiffs and the **Unpaid Employee Class** and
23 **Paid Employee Class** members were regularly not provided with uninterrupted meal periods of at
24 least thirty (30) minutes for each five (5) hours worked due to complying with Defendants'
25 productivity requirements that required Plaintiffs and the putative class to work through their meal
26 periods in order to complete their assignments on time.

27 **Missed Rest Periods**

28 53. Plaintiffs and the **Unpaid Employee Class** and **Paid Employee Class** members

1 were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period,
2 or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part
3 of each work shift; (2) chronically understaffing each work shift with not enough workers; (3)
4 imposing so much work on each employee such that it made it unlikely that an employee would be
5 able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal
6 and rest period policy that encouraged employees to take their meal and rest periods.

7 54. As a result of Defendants' policy, Plaintiffs and the **Unpaid Employee Class** and
8 **Paid Employee Class** members were regularly not provided with uninterrupted rest periods of at
9 least ten (10) minutes for each four (4) hours worked due to complying with Defendants'
10 productivity requirements that required Plaintiffs and the **Unpaid Employee Class** and **Paid**
11 **Employee Class** members to work through their rest periods in order to complete their
12 assignments on time.

13 Expense Reimbursement

14 55. Plaintiffs and the **Unpaid Employee Class** and **Paid Employee Class** members
15 were required to utilize their own personal tools to perform their job duties.

16 56. For example, Plaintiffs and the **Unpaid Employee Class** and **Paid Employee Class**
17 members were required to travel to mandatory orientation in Santa Monica and were not reimbursed
18 for mileage and/or expenses incurred for travel.

19 57. Plaintiffs and the **Unpaid Employee Class** and **Paid Employee Class** members
20 were also required to utilize their own personal cellphones to take calls regarding their work and
21 assigned duties.

22 58. Defendants failed to reimburse Plaintiffs and the **Unpaid Employee Class** and **Paid**
23 **Employee Class** members for such necessary business expenses incurred by them.

24 Wage Statements

25 59. Plaintiffs and the **Unpaid Employee Class** and **Paid Employee Class** members
26 were not provided with accurate wage statements as mandated by law pursuant to Labor Code
27 section 226 ("**Section 226**").

28 60. Defendants failed to comply with Section 226(a)(1) as "gross wages earned" were

1 not accurately reflected in that:

2 a. All hours worked, including overtime, were not included;

3 b. Any and all meal and rest period premiums wages were not paid.

4 61. Defendants failed to comply with Section 226(a)(2) as “total hours worked by the
5 employee” were not accurately reflected in that:

6 a. All hours worked, including overtime, were not included.

7 62. Defendants failed to comply with Section 226(a)(5) as “net wages earned” were not
8 accurately reflected in that:

9 a. All hours worked, including overtime, were not included;

10 b. Any and all meal and rest period premiums wages were not paid.

11 63. Defendants failed to comply with Section 226(a)(9) as “all applicable hourly rates in
12 effect during the pay period and the corresponding number of hours worked at each hourly rate by
13 the employee” were not accurately reflected in that:

14 a. All hours worked, including overtime, were not included.

15 **FIRST CAUSE OF ACTION--FAILURE TO PROVIDE MEAL PERIODS**

16 **(Labor Code §§ 204, 223, 226.7, 512 and 1198)**

17 **(Plaintiffs, Unpaid Employee Meal Period Sub-Class and Paid Employee Meal Period Sub-**
18 **Class)**

19 64. Plaintiffs incorporate by reference the preceding paragraphs of the Complaint as if
20 fully alleged herein.

21 65. At all relevant times, Plaintiffs and the **Unpaid Employee Meal Period Sub-Class**
22 **and Paid Employee Meal Period Sub-Class** members have been non-exempt employees of
23 Defendant entitled to the full meal period protections of both the Labor Code and the applicable
24 Industrial Welfare Commission Wage Order (“*IWC Wage Order*”).

25 66. Labor Code § 512 (“*Section 512*”) and Section 11 of the applicable IWC Wage
26 Order impose an affirmative obligation on employers to provide non-exempt employees with
27 uninterrupted, duty-free meal periods of at least thirty (30) minutes for each work period of five (5)
28 hours, and to provide them with two (2) uninterrupted, duty-free meal periods of at least thirty (30)

1 minutes for each work period of ten (10) hours.

2 67. Section 226.7 and Section 11 of the IWC Wage Order both prohibit employers from
3 requiring employees to work during required meal periods and require employers to pay non-
4 exempt employees an hour of premium wages on each workday that the employee is not provided
5 with the required meal period.

6 68. Compensation for missed meal periods constitutes wages within the meaning of
7 Labor Code §200.

8 69. Labor Code §1198 makes it unlawful to employ a person under conditions that
9 violate the applicable Wage Order.

10 70. Section 11 of the IWC Wage Order states:

11 "No employer shall employ any person for a work period of more than five (5) hours
12 without a meal period of not less than 30 minutes, except that when a work period of
13 not more than six (6) hours will complete the day's work the meal period may be
14 waived by mutual consent of the employer and employee. Unless the employee is
15 relieved of all duty during a 30 minute meal period, the meal period shall be
16 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."

17 71. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period
18 agreement. Plaintiffs are informed and believe that, at all relevant times, **Unpaid Employee Meal**
19 **Period Sub-Class and Paid Employee Meal Period Sub-Class** members were not subject to valid
20 on-duty meal period agreements with Defendants.

21 72. Plaintiffs allege that, at all relevant times during the applicable limitations period,
22 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Unpaid**
23 **Employee Meal Period Sub-Class and Paid Employee Meal Period Sub-Class** with
24 uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work
25 period, as required by Section 512 and the IWC Wage Order.

26 73. Plaintiffs allege that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of failing to pay premium wages to **Unpaid Employee**
28 **Meal Period Sub-Class and Paid Employee Meal Period Sub-Class** members when they worked

1 five (5) hours without clocking out for any meal period.

2 74. Plaintiffs allege that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Unpaid**
4 **Employee Meal Period Sub-Class and Paid Employee Meal Period Sub-Class** with a second
5 meal period when they worked shifts of ten or more hours and failed to pay them premium wages as
6 required by Section 512 and the IWC Wage Order.

7 75. Moreover, Defendants written policies do not provide that employees must take their
8 first meal period before the end of the fifth hour of work, that they are entitled to a second meal
9 period if they work a shift of over ten hours, or that the second meal period must commence before
10 the end of the tenth hour of work, unless waived.

11 76. At all relevant times, Defendants failed to pay Plaintiffs and the **Unpaid Employee**
12 **Meal Period Sub-Class and Paid Employee Meal Period Sub-Class** members additional
13 premium wages, and/or were not paid premium wages at the employees' regular rates of pay when
14 required meal periods were not provided.

15 77. Pursuant to Labor Code §§204, 218.6 and 226.7, Plaintiffs, on behalf of himself and
16 the **Unpaid Employee Meal Period Sub-Class and Paid Employee Meal Period Sub-Class**
17 members, seek to recover unpaid premium wages, interest thereon, and costs of suit.

18 78. Pursuant to Labor Code §1194, Code of Civil Procedure §1021.5, the substantial
19 benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of herself and the **Unpaid**
20 **Employee Meal Period Sub-Class and Paid Employee Meal Period Sub-Class** members, seek to
21 recover reasonable attorneys' fees.

22 **SECOND CAUSE OF ACTION-- FAILURE TO PROVIDE REST PERIODS**

23 **(Labor Code §§ 204, 223, 226.7 and 1198)**

24 **(Plaintiffs, Unpaid Employee Rest Period Sub-Class and Paid Employee Rest Period Sub-**
25 **Class)**

26 79. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
27 herein.

28 80. At all relevant times, Plaintiffs and the **Unpaid Employee Rest Period Sub-Class**

1 **and Paid Employee Rest Period Sub-Class** members have been non-exempt employees of
2 Defendants entitled to the full rest period protections of both the Labor Code and the IWC Wage
3 Order.

4 81. Section 12 of the IWC Wage Order imposes an affirmative obligation on employers
5 to permit and authorize employees to take required rest periods at a rate of no less than ten minutes
6 of net rest time for each four (4) hour work period, or major fraction thereof, that must be in the
7 middle of each work period insofar as practicable.

8 82. Section 226.7 and Section 12 of the IWC Wage Order both prohibit employers from
9 requiring employees to work during required rest periods and require employers to pay non-exempt
10 employees an hour of premium wages at the employees' regular rates of pay, on each workday that
11 the employee is not provided with the required rest period(s).

12 83. Compensation for missed rest periods constitutes wages within the meaning of Labor
13 Code section 200.

14 84. Labor Code §1198 makes it unlawful to employ a person under conditions that
15 violate the Wage Order.

16 85. Plaintiffs allege that, at all relevant times during the applicable limitations period,
17 Defendants maintained a policy or practice of not providing members of the **Unpaid Employee**
18 **Rest Period Sub-Class and Paid Employee Rest Period Sub-Class** with net rest period of at least
19 ten minutes for each four (4) hour work period, or major fraction thereof, as required by the
20 applicable Wage Order.

21 86. At all relevant times, Defendants failed to pay Plaintiffs and the **Unpaid Employee**
22 **Rest Period Sub-Class and Paid Employee Rest Period Sub-Class** members additional premium
23 wages when required rest periods were not provided.

24 87. Specifically, Defendants written policies do not provide that employees may take a
25 rest period for each four (4) hours worked, or major fraction thereof, and that rest periods should be
26 taken in the middle of each work period insofar as practicable.

27 88. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiffs, on behalf of herself and
28 **Unpaid Employee Rest Period Sub-Class and Paid Employee Rest Period Sub-Class** members,

1 seek to recover unpaid premium wages, interest thereon, and costs of suit.

2 89. Pursuant to Labor Code §1194, Code of Civil Procedure §1021.5, the substantial
3 benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of herself and **Unpaid**
4 **Employee Rest Period Sub-Class and Paid Employee Rest Period Sub-Class** members, seek to
5 recover reasonable attorneys' fees.

6 **THIRD CAUSE OF ACTION-- FAILURE TO PAY HOURLY AND OVERTIME WAGES**

7 (Labor Code §§ 223, 510, 1194, 1197 and 1198)

8 (Plaintiffs, Unpaid Employee Class and Paid Employee Class)

9 90. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 91. At all relevant times, Plaintiffs and **Unpaid Employee Class and Paid Employee**
12 **Class** members are or have been non-exempt employees of Defendants entitled to the full
13 protections of the Labor Code and the IWC Wage Order.

14 92. Section 2 of the IWC Wage Order defines "hours worked" as "the time during which
15 an employee is subject to the control of the employer, and includes all the time the employee is
16 suffered or permitted to work, whether or not required to do so."

17 93. Section 4 of the IWC Wage Order requires an employer to pay non-exempt
18 employees at least the minimum wage set forth therein for all hours worked, which consist of all
19 hours that an employer has actual or constructive knowledge that employees are working.

20 94. Labor Code §1194 invalidates any agreement between an employer and an employee
21 to work for less than the minimum or overtime wage required under the IWC Wage Order.

22 95. Labor Code §1194.2 entitles non-exempt employees to recover liquidated damages
23 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
24 underlying unpaid minimum wages and interest thereon.

25 96. Labor Code §1197 makes it unlawful for an employer to pay an employee less than
26 the minimum wage required under the IWC Wage Order for all hours worked during a payroll
27 period.

28 97. Labor Code §1197.1 provides that it is unlawful for any employer or any other

1 person acting either individually or as an officer, agent or employee of another person, to pay an
2 employee, or cause an employee to be paid, less than the applicable minimum wage.

3 98. Labor Code §1198 makes it unlawful for employers to employ employees under
4 conditions that violate the applicable Wage Order.

5 99. Labor Code §204 requires employers to pay non-exempt employees their earned
6 wages for the normal work period at least twice during each calendar month on days the employer
7 designates in advance and to pay non-exempt employees their earned wages for labor performed in
8 excess of the normal work period by no later than the next regular payday.

9 100. Labor Code §223 makes it unlawful for employers to pay their employees lower
10 wages than required by contract or statute while purporting to pay them legal wages.

11 101. Labor Code §510 and Section 3 of the IWC Wage Order require employees to pay
12 non-exempt employees overtime wages of no less than one and one-half times their respective
13 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked
14 in excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
15 consecutive day of one workweek.

16 102. Labor Code §510 and Section 3 of the IWC Wage Order also require employers to
17 pay non-exempt employees overtime wages of no less than two times their respective regular rates
18 of pay for all hours worked in excess of twelve hours in one workday and for all hours worked in
19 excess of eight hours on a seventh consecutive workday during the workweek.

20 103. Plaintiffs are informed and believe that, at all relevant times, Defendants have
21 applied centrally devised policies and practices to her and **Unpaid Employee Class and Paid**
22 **Employee Class** members with respect to working conditions and compensation arrangements.

23 104. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs and **Unpaid**
24 **Employee Class and Paid Employee Class** members for all time worked.

25 105. During the relevant time period, Defendants failed to pay Plaintiffs and **Unpaid**
26 **Employee Class and Paid Employee Class** members all earned wages every pay period at the
27 correct rates, including overtime rates, because Defendants directed, permitted or otherwise
28 encouraged Plaintiffs and **Unpaid Employee Class and Paid Employee Class** members to perform

1 off-the-clock work.

2 106. As a result of Defendants' unlawful conduct, Plaintiffs and **Unpaid Employee Class**
3 **and Paid Employee Class** members have suffered damages in an amount, subject to proof, to the
4 extent they were not paid the full amount of wages earned during each pay period during the
5 applicable limitations period, including overtime wages.

6 107. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on
7 behalf of herself and **Unpaid Employee Class and Paid Employee Class** members, seek to recover
8 unpaid straight time and

9 108. Pursuant to Labor Code §1194, Code of Civil Procedure §1021.5, the substantial
10 benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of herself and **Unpaid**
11 **Employee Class and Paid Employee Class** members, seek to recover reasonable attorneys' fees.

12 **FOURTH CAUSE OF ACTION-- FAILURE TO INDEMNIFY**

13 **(Labor Code § 2802)**

14 **(Plaintiffs and Expense Reimbursement Class)**

15 109. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 110. Labor Code §2802(a) states:

18 "An employer shall indemnify his or her employee for all necessary expenditures or
19 losses incurred by the employee in direct consequence of the discharge of his or her
20 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful."

21 111. At all relevant times during the applicable limitations period, Plaintiffs and the
22 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
23 including but not limited to, mileage and personal cellphone expenses.

24 112. Plaintiffs are informed and believe, and thereupon allege that the reimbursement paid
25 by Defendants was insufficient to indemnify Plaintiffs and **Expense Reimbursement Class**
26 members for all necessary expenses incurred in the discharge of their duties.

27 113. Plaintiffs are informed and believe and thereupon allege that the reimbursement paid
28 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all

1 necessary business expenses incurred in the discharge of their duties.

2 114. Plaintiffs are informed and believe that, during the applicable limitations period,
3 Defendants maintained a policy or practice of not reimbursing Plaintiffs and **Expense**
4 **Reimbursement Class** members for all necessary business expenses.

5 115. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to
6 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
7 the Complaint and until the date of entry of judgment.

8 116. Plaintiffs, on behalf of himself, and **Expense Reimbursement Class** members, seek
9 interest thereon and costs pursuant to Labor Code §218.6, and reasonable attorneys' fees pursuant to
10 Code of Civil Procedure § 1021.5.

11 **FIFTH CAUSE OF ACTION-- FAILURE TO PROVIDE ACCURATE**

12 **WRITTEN WAGE STATEMENTS (Labor Code § 226)**

13 **(Plaintiffs, Unpaid Employee Wage Statement Penalties Sub-Class and Paid Employee Wage**
14 **Statement Penalties Sub-Class)**

15 117. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 118. Section 226(a) states:

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

1 three years at the place of employment or at a central location within the State of
2 California. For purposes of this subdivision, 'copy' includes a duplicate of the
3 itemized statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision."

4 119. The Division of Labor Standards Enforcement ("**DLSE**") has sought to harmonize
5 the "detachable part of the check" provision and the "accurate itemized statement in writing"
6 provision of Section 226(a) by allowing for electronic wage statements so long as each employee
7 retains the right to elect to receive a written paper stub or record and that those who are provided
8 with electronic wage statements retain the ability to easily access the information and convert the
9 electronic statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6,
10 2006).

11 120. Plaintiffs are informed and believe that, at all relevant times during the applicable
12 limitations period, Defendants have failed to provide **Unpaid Employee Wage Statement**
13 **Penalties Sub-Class and Paid Employee Wage Statement Penalties Sub-Class** members with
14 written wage statements as described above.

15 121. Plaintiffs are informed and believe that Defendants' failure to provide her and
16 **Unpaid Employee Wage Statement Penalties Sub-Class and Paid Employee Wage Statement**
17 **Penalties Sub-Class** members with accurate written wage statements were intentional in that
18 Defendants have the ability to provide them with accurate wage statements but have intentionally
19 provided them with written wage statements that Defendants have known do not comply with
20 Section 226(a).

21 122. Plaintiffs and **Unpaid Employee Wage Statement Penalties Sub-Class and Paid**
22 **Employee Wage Statement Penalties Sub-Class** members have suffered injuries, in that
23 Defendants have violated their legal rights to receive accurate wage statements and have misled
24 them about their actual rates of pay and wages earned. In addition, inaccurate information on their
25 wage statements have prevented immediate challenges to Defendants' unlawful pay practices, has
26 required discovery and mathematical computations to determine the amount of wages owed, has
27 caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to
28 the submission of inaccurate information about wages and deductions to federal and state

1 government agencies.

2 123. Pursuant to Section 226(e), Plaintiffs, on behalf of herself and **Unpaid Employee**
3 **Wage Statement Penalties Sub-Class and Paid Employee Wage Statement Penalties Sub-Class**
4 members, seek the greater of actual damages or \$50.00 for the initial pay period in which a violation
5 of Section 226(a) occurred, and \$100.00 for each subsequent pay period in which a violation of
6 Section 226(a) occurred, not to exceed an aggregate penalty of \$4,000.00 per class member, as well
7 as awards of reasonable attorneys' fees and costs.

8 **SIXTH CAUSE OF ACTION-- FAILURE TO TIMELY PAY ALL FINAL WAGES**

9 **(Labor Code §§ 201-203)**

10 **(Plaintiffs, Unpaid Employee Waiting Time Penalties Sub-Class and Paid Employee Waiting**
11 **Time Penalties Sub-Class)**

12 124. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 125. At all relevant times, Plaintiffs and **Unpaid Employee Waiting Time Penalties**
15 **Sub-Class and Paid Employee Waiting Time Penalties Sub-Class** members have been entitled,
16 upon the end of their employment with Defendants, to timely payment of all wages earned and
17 unpaid before termination or resignation.

18 126. At all relevant times, pursuant to Labor Code §201, employees who have been
19 discharged have been entitled to payment of all final wages immediately upon termination.

20 127. At all relevant times, pursuant to Labor Code §202, employees who have resigned
21 after giving at least seventy-two (72) hours notice of resignation have been entitled to payment of
22 all final wages at the time of resignation.

23 128. At all relevant times, pursuant to Labor Code §202, employees who have resigned
24 after giving less than seventy-two (72) hours notice of resignation have been entitled to payment of
25 all final wages within seventy-two (72) hours of giving notice of resignation.

26 129. During the applicable limitations period, Defendants failed to pay Plaintiffs all of her
27 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

28 130. Plaintiffs are informed and believe that, at all relevant time during the applicable

1 limitations period, Defendants have failed to timely pay **Unpaid Employee Waiting Time**
2 **Penalties Sub-Class and Paid Employee Waiting Time Penalties Sub-Class** members all of their
3 final wages in accordance with the Labor Code.

4 131. Plaintiffs are informed and believe that, at all relevant times during the applicable
5 limitations period, Defendants have maintained a policy or practice of paying **Unpaid Employee**
6 **Waiting Time Penalties Sub-Class and Paid Employee Waiting Time Penalties Sub-Class**
7 members their final wages without regard to the requirements of Labor Code §§ 201 or 202 by
8 failing to timely pay them all final wages.

9 132. Plaintiffs are informed and believe and thereupon allege that Defendants' failure to
10 timely pay all final wages to her and **Unpaid Employee Waiting Time Penalties Sub-Class and**
11 **Paid Employee Waiting Time Penalties Sub-Class** members have been willful in that Defendants
12 have the ability to pay final wages in accordance with Labor Code §§ 201 and/or 202 but have
13 intentionally adopted policies or practices that are incompatible with those requirements.

14 133. Pursuant to Labor Code §§ 203 and 218.6, Plaintiffs, on behalf of herself and
15 **Unpaid Employee Waiting Time Penalties Sub-Class and Paid Employee Waiting Time**
16 **Penalties Sub-Class** members, seek waiting time penalties from the dates that their final wages
17 have first become due until paid, up to a maximum of thirty days, and interest thereon.

18 134. Pursuant to Code of Civil Procedure §1021.5, the substantial benefit doctrine and/or
19 the common fund doctrine, Plaintiffs, on behalf of herself and **Unpaid Employee Waiting Time**
20 **Penalties Sub-Class and Paid Employee Waiting Time Penalties Sub-Class** members, seek
21 awards of reasonable attorneys' fees and costs.

22 **SEVENTH CAUSE OF ACTION-- UNFAIR COMPETITION**

23 **(Bus. & Prof. Code §§ 17200 et seq.)**

24 **(Plaintiffs and UCL Class)**

25 135. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 136. Business and Professions Code §17200 defines "unfair competition" to include any
28 unlawful business practice.

1 137. Business and Professions Code §§17203-17204 allow a person who has lost money
2 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
3 Procedure §382 to recover money or property that may have been acquired from similarly situated
4 persons by means of unfair competition.

5 138. California law requires employers to pay hourly, non-exempt employees for all hours
6 they are permitted or suffered to work, including hours that the employer knows or reasonable
7 should know that employees have worked.

8 139. Plaintiffs and the **UCL Class** members re-allege and incorporate the FIRST,
9 SECOND, THIRD and FOURTH causes of action herein.

10 140. Plaintiffs lost money or property as a result of the aforementioned unfair
11 competition.

12 141. Defendants have or may have acquired money by means of unfair competition.

13 142. Plaintiffs are informed and believe and thereupon allege that by committing the
14 Labor Code violations described in this Complaint, Defendants violated Labor Code §§215, 216,
15 225, 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the Labor
16 Code violations alleged herein.

17 143. Defendants have committed criminal conduct through their policies and practices of,
18 *inter alia*, failing to comport with their affirmative obligations as an employer provide non-exempt
19 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
20 of five (5) or more hours, by failing to provide ten (10) minute rest periods for every four hours
21 shift or major fraction thereof, by failing to pay non-exempt employees for all hours worked, and by
22 failing to reimburse them for all expenses.

23 144. At all relevant times, Plaintiffs and **UCL Class** members have been non-exempt
24 employees and entitled to the full protections of both the Labor Code and the applicable Wage
25 Order.

26 145. Defendants' unlawful conduct as alleged in this Complaint amounts to and
27 constitutes unfair competition within the meaning of Business and Professions Code §17200 *et seq.*
28 Business and Professions Code §§ 17200 *et seq.* protects against unfair competition and allows a

1 person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
2 unlawful or fraudulent business practice to seek restitution on her own behalf and on behalf of
3 similarly situated persons in a class action proceeding.

4 146. As a result of Defendants' violations of the Labor Code during the applicable
5 limitations period, Plaintiffs has suffered an injury-in-fact and has lost money or property in the
6 form of earned wages. Specifically, Plaintiffs has lost money or property as a result of Defendants'
7 conduct.

8 147. Plaintiffs are informed and believe that other similarly situated persons have been
9 subject to the same unlawful policies or practices of Defendants.

10 148. Due to the unfair and unlawful business practices in violation of the Labor Code,
11 Defendants have gained a competitive advantage over other comparable companies doing business
12 in the State of California that comply with their legal obligations.

13 149. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
14 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
15 violates or is considered unlawful under any other state or federal law.

16 150. Accordingly, pursuant to Bus. & Prof. Code §§17200 and 17203, Plaintiffs request
17 the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants, and
18 each of them, and their agents and employees, from further violations of the Labor Code and
19 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an order
20 permanently enjoining Defendants, and each of them, and their respective agents and employees,
21 from further violations of the Labor Code and applicable IWC Wage Orders.

22 151. Pursuant to Business and Professions Code §17203, Plaintiffs, on behalf of herself
23 and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully belonging
24 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
25 business practices.

26 152. Pursuant to Code of Civil Procedure §1021.5, the substantial benefit doctrine and/or
27 the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover reasonable
28 attorneys' fees in connection with their unfair competition claims.

1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 153. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
5 herein.

6 154. During the applicable limitations period, Defendants have violated Labor Code
7 sections 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802.

8 155. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
9 herself and other current and former employees, to bring a representative civil action to recover
10 civil penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need
11 not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

12 156. Plaintiff, a former employee against who Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code section 2699(c).

15 157. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 section 2699.3.

17 158. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
18 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
19 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 20 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 227.3, 1194,
21 1198 and 2802, \$100 for each employee per pay period for each initial
22 violation and \$200 for each employee per pay period for each subsequent
23 violation (penalties set by Labor Code section 2699(f)(2));
- 24 B. For violations of Labor Code section 203, a penalty in an amount not
25 exceeding thirty days pay as waiting time (penalties set by Labor Code
26 section 256);
- 27 C. For violations of Labor Code section 204, \$100 for each employee for each
28 initial violation that was neither willful nor intentional, \$200 for each

1 employee, plus 25% of the amount unlawfully withheld from each employee,
2 for each initial violation that was either willful or intentional, and \$200 for
3 each employee, plus 25% of the amount unlawfully withheld from each
4 employee, for each subsequent violation, regardless of whether the
5 subsequent violation was either willful or intentional (penalties set by Labor
6 Code section 210);

7 D. For violations of Labor Code section 223, \$100 for each employee for each
8 initial violation that was neither willful nor intentional, \$200 for each
9 employee, plus 25% of the amount unlawfully withheld from each employee,
10 for each initial violation that was either willful or intentional, and \$200 for
11 each employee, plus 25% of the amount unlawfully withheld from each
12 employee, for each subsequent violation, regardless of whether the
13 subsequent violation was either willful or intentional (penalties set by Labor
14 Code section 225.5);

15 E. For violations of Labor Code section 226(a), if this action is deemed to be an
16 initial citation, \$250 for each employee for each violation. Alternatively, if
17 an initial citation or its equivalent occurred before the filing of this action,
18 \$1,000 for each employee for each violation (penalties set by Labor Code
19 section 226.3);

20 F. For violation of Labor Code sections 510 and 512, \$50 for each employee for
21 each initial pay period for which the employee was underpaid, and \$100 for
22 each employee for each subsequent pay period for which the employee was
23 underpaid (penalties set by Labor Code section 558);

24 G. For violations of Labor Code section 1197, \$100 for each aggrieved
25 employee for each initial violation of Labor Code section 1197 that was
26 intentional, and \$250 for each aggrieved employee per pay period for each
27 subsequent violation of Labor Code section 1197, regardless of whether the
28 initial violation was intentional (penalties set by Labor Code section 1197.1);

1 H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable
2 attorneys' fees and costs in connection with her claims for civil penalties.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, on behalf of herself, all others similarly situated, and the general
5 public, prays for relief and judgment against Defendants as follows:

- 6 (1) An order that the action be certified as a class action;
7 (2) An order that Plaintiffs be appointed class representative;
8 (3) An order that counsel for Plaintiffs be appointed class counsel;
9 (4) Unpaid wages;
10 (5) Actual damages;
11 (6) Liquidated damages;
12 (7) Restitution;
13 (8) Declaratory relief;
14 (9) Pre-judgment interest;
15 (10) Statutory penalties;
16 (11) Civil penalties;
17 (12) Costs of suit;
18 (13) Reasonable attorneys' fees; and
19 (14) Such other relief as the Court deems just and proper.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, on behalf of herself, all other similarly situated, hereby demands a jury trial on all
3 issues so triable.

4
5 DATED: May 25, 2018

SETAREH LAW GROUP

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8 SHAUN SETAREH
9 Attorneys for Plaintiffs LAURIE WOODS and
10 JORDON SORENSON
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1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State
3 of California. I am over the age of 18 and not a party to the within action. My business address
4 is 9454 Wilshire Boulevard, Suite 907 Beverly Hills, CA 90212.

5 On May 25, 2018, I served the foregoing documents described as:

6 **FIRST AMENDED COMPLAINT**

7 in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as
8 follows:

9 Janet L. Grumer Esq.
10 Evelyn Wang Esq.
11 Vandana Kapur Esq.
12 DAVIS WRIGHT TREMAINE LLP
13 865 South Figueroa Street, Floor 24
14 Los Angeles, CA 90017
15 E-Mail

16 janetgrumer@dwt.com
17 evelynwang@dwt.com
18 vandanakapur@dwt.com

19 Counsel For Defendant Film Independent, Inc.

Richard Lloyd Sherman
SHERMAN LAW GROUP
9454 Wilshire Suite 850
Beverly Hills, CA 90212

E-mail

Richard@ShermanLawGroup.com
Counsel for Plaintiff Laurie Woods

20 **[X] BY MAIL**

21 I am readily familiar with the practice of Setareh Law Group for the collection and
22 processing of correspondence for mailing with the United States Postal Service. It is the
23 practice that correspondence is deposited with United States Postal Service the same day it is
24 submitted for mailing with postage thereon fully prepaid at Beverly Hills, California. I am
25 aware that on motion of the party served, service is presumed invalid if postal cancellation date
26 or postage meter date is more than one day after date of deposit for mailing in affidavit.

27 **[] BY E-MAIL OR ELECTRONIC TRANSMISSION**

28 Based on a Court order or on an agreement by the parties to accept service by e-mail or
electronic transmission, I caused the document(s) described above to be sent to the person(s)
listed at the address listed above. I did not receive, within a reasonable time after the
transmission, any electronic message or other indication that the transmission was unsuccessful.

29 **[] BY FEDERAL EXPRESS**

30 I am readily familiar with the practice of Setareh Law Group for the collection and
processing of correspondence for deposit with Federal Express. It is the practice that

1 correspondence is deposited with Federal Express the same day it is submitted for mailing with
2 fees thereon fully prepaid at Beverly Hills, California. I am aware that on motion of the party
3 served, service is presumed invalid if date of receipt of the document by Federal Express is
more than one day after date of deposit for mailing in affidavit.

4 ☐ **BY FACSIMILE MACHINE**

5 I transmitted from a facsimile transmission machine whose telephone number is (310)
6 888-0109 to the above-identified recipient and fax telephone number. The above-described
7 transmission was reported as complete without error by a transmission report issued by the
8 facsimile transmission machine upon which the said transmission was made immediately
following the transmission.

9 ☐ **PERSONAL SERVICE**

10 I delivered the foregoing document by hand delivery to the addressee named above.

11 ☐ **BY CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

12 I deposited such envelope in the mail at Beverly Hills, California. The envelope was
13 mailed Certified/Return Receipt Requested with postage thereon fully prepaid. I am readily
14 familiar with the practice of Setareh Law Group for collection and processing of
15 correspondence for mailing with the United States Postal Service. It is the practice that
16 correspondence is deposited with United States Postal Service the same day it is submitted for
mailing with postage thereon fully prepaid at Beverly Hills, California. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in affidavit.

17 ☒ **STATE** I declare under penalty of perjury under the laws of the State of California that
18 the above is true and correct.

19 ☐ **FEDERAL** I declare under penalty of perjury under the laws of the United States of
20 America that I am employed in the office of a member of the bar of this court at whose direction
the service was made.

21 Executed on May 25, 2018, at Beverly Hills, California.

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Angel Reyes