

Electronically FILED by Superior Court of California, County of Los Angeles on 02/23/2023 06:40 PM David W. Slayton, Executive Officer/Clerk of Court, by G. Carini, Deputy Clerk

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

JOSH DAY, MATTHEW BOSWELL,
ESTEBAN ESQUIVEL, and MATHIAS
PERALTA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

PARAMOUNT TELEVISION STUDIOS, A
DIVISION OF PARAMOUNT PICTURES
CORPORATION,

Defendants.

Case No: **23STCV04080**

CLASS ACTION COMPLAINT

[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
10. Cal. Lab. Code § 2698 et seq., PAGA

JURY TRIAL DEMANDED

1 Plaintiffs Josh Day, Matthew Boswell, Esteban Esquivel, and Mathias Peralta (collectively,
2 “Plaintiffs”) by and through their undersigned attorneys, allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This will be a class action and representative action brought under the California Labor
5 Code Private Attorneys General Act (“PAGA”), seeking relief under state law on account of unpaid
6 wages, unpaid overtime, damages, continuing wages, liquidated damages, penalties, restitution and
7 attorneys’ fees and costs. This action seeks damages for alleged failure to pay all wages due (including
8 minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest
9 periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements
10 (including claims derivative and/or related to these claims), failure to provide expense reimbursements,
11 and failure to provide personnel and payroll records, arising under the California Labor Code, the Fair
12 Labor Standards Act, California wage orders, and applicable regulations, including California Labor
13 Code sections 201, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5,
14 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code
15 section 17200, *et seq.*, and/or California Labor Code section 2698, *et seq.* based on alleged violations of
16 the above Labor Code provisions.

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

21 **INTRODUCTION**

22 3. Each Plaintiff is an individual, who, during the time periods relevant to this Complaint,
23 was and is a resident of the County of Los Angeles, State of California, working in the motion picture
24 industry as a crew member during the physical production of a motion picture production.

25 4. Defendant PARAMOUNT TELEVISION STUDIOS, A DIVISION OF PARAMOUNT
26 PICTURES CORPORATION (“PARAMOUNT TELEVISION”), at all times relevant herein,
27 conducted business within the County of Los Angeles of the State of California.

28 5. Plaintiffs are informed and believe and thereon allege that all defendants were at all

relevant times acting as actual agents, conspirators, ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge, consent authorization and ratification of their co-defendants; however, each of these allegations are deemed “alternative” theories whenever not doing so would result in a contradiction with other allegations.

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

GENERAL ALLEGATIONS

7. Defendant employed Plaintiffs and the Class Members as well as Aggrieved Employees (as defined herein) as crew members during the relevant Class Period (from approximately March 1, 2020 through February 19, 2021) on a television series entitled “AMERICAN GIGOLO” (the “Production”).

8. Although each Plaintiff should have been paid in full for the accrued minimum wages and overtime, provided proper, uninterrupted meal periods and rest breaks, and issued final wages no later than as required by Code § 201.5, he has yet to be paid properly. Although each Plaintiff should have been paid in full for the accrued minimum wages and overtime, provided proper, uninterrupted meal periods and rest breaks, and issued final wages with a legally compliant wage statement no later than as required by Code § 201.5, he has yet to be paid properly.

9. Defendant failed to fully compensate each Plaintiff and failed to provide compliant wage statements to each Plaintiff, as well as all below-the-line production employees payrolled through Cast

1 & Crew who worked on the production of *American Gigolo* between March 1, 2020 and February 19,
2 2021 (the “Aggrieved Employees”) for work performed. Each Plaintiff and the Aggrieved Employees
3 worked on the Production, toiling in excess of eight hours in a single day and over forty hours in a work
4 week, yet not being paid timely or with appropriate wage statements.

5 10. Defendant failed to properly compensate each Plaintiff and other Aggrieved Employees
6 who performed services on the Production. Each Plaintiff and the Aggrieved Employees worked on the
7 Production, yet not being paid in full, timely or with appropriate wage statements, all due to Defendant’s
8 insufficient funding of the payroll accounting function.

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

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

15 (A) Daily Overtime - General Provisions

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

21 (a) Employees may be employed up to a maximum of sixteen (16) hours including meal
22 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:

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

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

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

...

7. Records.

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

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

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

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

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

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

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

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

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

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

12. 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.

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

3 (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.

4 (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.

5 (4) "Production or broadcasting of motion pictures" means the development, creation,
6 presentation, or broadcasting of theatrical or televised motion pictures, television
7 programs, commercial advertisements, music videos, or any other moving images,
including, but not limited to, productions made for entertainment, commercial, religious,
8 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
9 in use or may be adopted in the future.

10 (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**.

11 (c) The payment of wages to employees covered by this section may be mailed to the
12 employee or made available to the employee at a location specified by the employer in
the county where the employee was hired or performed labor. The payment shall be
13 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,
14 whichever is earlier.

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

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

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

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

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

26 Cal. Lab. Code § 203.

27 14. By failing to pay Plaintiffs and Aggrieved Employees all wages when due at the end of
28

1 employment, Plaintiffs and Aggrieved Employees are entitled to continuing wages pursuant to section
2 203 of the California Labor Code.

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

4 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
5 by any person in any employment are due and payable twice during each calendar month,
6 on days designated in advance by the employer as the regular paydays. Labor performed
7 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
8 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.

9 Cal. Lab. Code § 204.

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

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

15 In addition to, and entirely independent and apart from, any other penalty provided in this
16 article, every person who fails to pay the wages of each employee as provided in Sections
17 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
18 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
each employee; (b) For each subsequent violation, or any willful or intentional violation,
two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
amount unlawfully withheld.

19 Cal. Lab. Code § 210. Further, the Defendant's policy has been to devote insufficient capital, manpower
20 and other required resources to its business, including the payroll accounting function, with the
21 inevitable result that employees are routinely paid in tardy fashion, in violation of sections 203 and 204
22 of the California Labor Code.

23 18. At all relevant times mentioned herein, section 510(a) of the California Labor Code
24 provided:

25 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
26 workday and any work in excess of 40 hours in any one workweek and the first eight
27 hours worked on the seventh day of work in any one workweek shall be compensated at
28 the rate of at least one and one-half times the regular rate of pay for an employee. Any
work in excess of 12 hours in one day shall be compensated at the rate of no less than
twice the regular rate of pay for an employee. In addition, any work in excess of eight

1 hours on any seventh day of a workweek shall be compensated at the rate of no less than
2 twice the regular rate of pay of an employee. Nothing in this section requires an employer
3 to combine more than one rate of overtime compensation in order to calculate the amount
4 to be paid to an employee for any hour of overtime work.

5 Cal. Lab. Code § 510.

6 19. Defendant failed to pay proper minimum wage or overtime to Plaintiffs and Aggrieved
7 Employees.

8 20. At all relevant times mentioned herein, section 515(d)(2) of the California Labor Code
9 provided:

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

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

22 21. At all relevant times mentioned herein, section 1194 of the California Labor Code
23 provided:

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

Cal. Lab. Code § 1194.

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

1 23. At all relevant times mentioned herein, section 558.1 of the California Labor Code
2 provided:

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

8 (b) For purposes of this section, the term "other person acting on behalf of an employer"
9 is limited to a natural person who is an owner, director, officer, or managing agent of the
10 employer, and the term "managing agent" has the same meaning as in subdivision (b) of
11 Section 3294 of the Civil Code.

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

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

16 24. At all relevant times mentioned herein, section 558 of the California Labor Code
17 provided:

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

27 Cal. Lab. Code § 558. Defendant is the employers or other persons acting on behalf of an employer who
28 violated, or caused to be violated the relevant sections of the California Labor Code referenced herein.

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

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

1 other than a social security number, (8) the name and address of the legal entity that is the
2 employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of
3 Section 1682, the name and address of the legal entity that secured the services of the
4 employer, and (9) all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee and,
6 beginning July 1, 2013, if the employer is a temporary services employer as defined in
7 Section 201.3, the rate of pay and the total hours worked for each temporary services
8 assignment. The deductions made from payment of wages shall be recorded in ink or
9 other indelible form, properly dated, showing the month, day, and year, and a copy of the
10 statement and the record of the deductions shall be kept on file by the employer for at
11 least three years at the place of employment or at a central location within the State of
12 California. . . .

13 Cal. Lab. Code § 226. Defendant did not provide Plaintiffs or other Aggrieved Employees wage
14 statements with all required information, including but not limited to inclusive dates of each pay period.

15 26. At all relevant times mentioned herein, section 2810.3 of the California Labor Code
16 provided:

17 (a) As used in this section:

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

21 . . .
22 (2) "Labor" has the same meaning provided by Section 200.

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

26 . . .
27 (4) "Wages" has the same meaning provided by Section 200 and all sums payable to an
28 employee or the state based upon any failure to pay wages, as provided by law.

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

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

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

(1) The payment of wages.

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

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

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

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

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

1 Cal. Lab. Code § 2810.3.

2 **CLASS-ACTION ALLEGATIONS**

3 27. Each Plaintiff brings this action on behalf of themselves and all others similarly situated
4 as a class action pursuant to section 382 of the Code of Civil Procedure for a class defined as:

5 All below-the-line production employees payrolled through Cast & Crew who worked on the
6 production of *American Gigolo* between March 1, 2020 and February 19, 2021 and received a
7 paycheck dated after the anticipated payday.

7 **Numerosity**

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

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

16 **A. Commonality**

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

- 20 a. Whether Defendant failed to pay all wages in a timely fashion in violation of sections
21 201.5, 203 and/or 204 of the Code.
- 22 b. Whether Defendant's failure to provide accurate itemized wage statements to each and
23 every employee violates section 226(a).
- 24 c. Whether Defendant untimely and/or nonpayment of wages give rise to liquidated
25 damages for failure to pay minimum wages under section 1194.2.
- 26 d. Whether Defendant's failure to provide meal breaks to each and every employee violates
27 section 226.7 and 512.
- 28

e. Whether Defendant's failure to provide rest breaks to each and every employee violates section 226.7.

B. Typicality

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

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

C. Adequacy of Representation

33. Plaintiffs will fairly and adequately represent and protect the interests of the members of each Class. Counsel who represents Plaintiffs are competent and experienced in litigation large employment class actions. Neither Plaintiffs nor their counsel have any conflict with either Class.

D. Superiority of Class Action

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

1 class action.

2 **FIRST CAUSE OF ACTION**

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

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

7 36. Defendant employed each Plaintiff. As of the date of filing of this Complaint, Plaintiffs
8 have not been timely compensated in full for their services.

9 37. Upon information and belief, each Plaintiff, Aggrieved Employees and the 203 Class
10 have not been timely compensated for their services.

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

14 39. Pursuant to section 203 of the California Labor Code, Plaintiffs and the Class Members
15 are entitled to continuing wages from Defendant in an amount according to proof. Plaintiffs and
16 Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section
17 218.5 of the California Labor Code in a total sum according to proof.

18 **SECOND CAUSE OF ACTION**

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

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

23 41. Defendant failed to provide Each Plaintiff and the 226 Class with wage statements
24 conforming to the requirements of section 226(a) of the Code.

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

43. The failure of Defendant 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

1 entitled. Accordingly, each Plaintiff and 226 Class Members are entitled to damages in an amount
2 according to proof and costs and reasonable attorney's fees in accordance with the provisions of Code
3 section 226(e), all in a sum according to proof. Each Plaintiff is entitled to an amount according to
4 proof of at least \$50, not including interest thereon, reasonable attorneys' fees and cost of suit.

5 **THIRD CAUSE OF ACTION**

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

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

9 44. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
10 Complaint as though fully set forth herein.

11 45. Each Plaintiff, as well as the 203 Class, worked many hours for Defendant, including
12 overtime, without compensation for work performed, as required by law. Aggrieved Employees were
13 routinely deprived of thirty minutes of compensation for services, as Defendant routinely participated in
14 a scheme to force half hour deductions from wages, even though the crew were required to respond to
15 colleagues' queries, whether by walkie-talkies, cell phone "apps", or otherwise. For example, with
16 respect to walkie-talkies, crew were issued specific devices for each span of service for PARAMOUNT
17 TELEVISION, and PARAMOUNT TELEVISION kept track of which device was issued to each
18 member of the crew so Defendant could account for each of the devices which were issued to crew for
19 their use while working for PARAMOUNT TELEVISION. At the conclusion of their service, each
20 member of the crew returned his or her walkie-talkie to appropriate PARAMOUNT TELEVISION
21 employee.

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

25 **FOURTH CAUSE OF ACTION**

26 (Damages for Unpaid Minimum Wages,

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

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

47. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
Complaint as though fully set forth herein.

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

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

7
8 **FIFTH CAUSE OF ACTION**

9 (Failure to Provide Duty-Free Meal Breaks, Cal. Lab. Code §§ 226.7 and 512
10 On Behalf of Each Plaintiff And the Meal Break Class And Against All Defendants)

11 50. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
12 Complaint as though fully set forth herein.

13 51. Labor Code section 226.7 requires an employer to pay an additional hour of
14 compensation for each meal period the employer fails to provide a timely and uninterrupted meal period.
15 Employees are entitled to meal period of at least thirty 30 minutes per 6-hour work period.

16 52. Upon information and belief, Aggrieved Employees the Meal Break Class have not been
17 timely compensated in full for their services. Plaintiffs and the Meal Break Class consistently worked
18 more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie-talkies, cell
19 phones or radios on their persons, turned on and audible at all times, including their rest periods and
20 meal breaks and/or they were precluded from leaving the set during their breaks. Accordingly, they
21 were denied their breaks and are entitled to an additional thirty minutes of wages for each faux meal
22 break. PARAMOUNT TELEVISION kept records of each individual member of the crew to whom a
23 walkie-talkie was issued so that it could insure the return to it of the device.

24 53. Pursuant to Labor Code section 226.7, Plaintiffs and Meal Break Class Members are
25 entitled to damages in an amount equal to one hour of wages per missed meal break, in an amount
26 according to proof.

27 **SIXTH CAUSE OF ACTION**

28 (Failure to Provide Duty-Free Rest Breaks, Cal. Lab. Code §§ 226.7
On Behalf of Each Plaintiff And the Rest Break Class Against All Defendants)

54. Plaintiffs reallege and incorporate herein by reference the allegations contained in this

1 Complaint as though fully set forth herein.

2 55. Labor Code Section 226.7 requires an employer to pay an additional hour of
3 compensation for each rest period the employer fails to provide a compliant rest period. Employees are
4 entitled to a rest period of ten minutes for every four hours worked or major fraction thereof, all as
5 detailed in Brinker.

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

12 57. Pursuant to Labor Code section 226.7, Plaintiff and the Rest Break Class are entitled to
13 damages in an amount equal to one hour of wages per missed rest break, in an amount according to
14 proof.

15 **SEVENTH CAUSE OF ACTION**

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

18 58. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
19 Complaint as though fully set forth herein.

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

24 60. Defendant’s violations of the California wage and hour laws constitutes a business
25 practice because Defendant’s aforementioned acts and omissions were done repeatedly over a significant
26 period of time, and in a systematic manner, to the detriment of Plaintiffs and Aggrieved Employees.

27 61. Defendant has avoided payment of wages and overtime wages and other benefits required
28 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order.

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

7 62. As a result of Defendant's unfair and unlawful business practices, Defendant has reaped
8 unfair and illegal profits during the relevant time period herein at the expense of Plaintiffs and the
9 Aggrieved Employees and members of the public. Defendant should be made to disgorge its ill-gotten
10 gains and to restore them to Plaintiffs and Aggrieved Employees.

11 63. The actions of Defendant entitle Plaintiffs to seek the remedies available under section
12 17200 et seq. Plaintiffs seek full restitution of said amounts from Defendants, as necessary and
13 according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted
14 by Defendant by means of the unfair practices complained of herein. Plaintiffs, on behalf of themselves,
15 as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to sections
16 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the
17 appointment of a receiver as necessary.

18 **EIGHTH CAUSE OF ACTION**

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

21 64. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
22 Complaint as though fully set forth herein.

23 65. Pursuant to Labor Code section 226(b), an employer shall afford current and former
24 employees the right to inspect or copy the records pertaining to that current or former employee, upon
25 reasonable request to the employer.

26 66. Plaintiffs have requested that Defendant permit inspection or copying of their
27 employment records pursuant to Labor Code section 226(b). Defendant failed to provide Plaintiffs with
28 an opportunity to inspect or copy their employment records within 21 days of their requests. Defendant

1 has not produced any records at all.

2 67. Pursuant to Labor Code Section 226(b) and (f), Plaintiffs are entitled, and hereby seek to
3 recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each violation, reasonable
4 attorney's fees, and the costs of bringing this cause of action.

5 **NINTH CAUSE OF ACTION**

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

8 68. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
9 Complaint as though fully set forth herein.

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

13 70. Each Plaintiff requested that Defendant permit inspection or copying of their personnel
14 records pursuant to Labor Code section 1198.5. Defendant has failed to provide Plaintiffs with an
15 opportunity to inspect or copy the employment records within 30 days of their request.

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

19 **TENTH CAUSE OF ACTION**

20 California Labor Code § 2698 et seq. Civil Penalties
21 (On Behalf of Each Plaintiff, the California Labor & Workforce Development Agency and Aggrieved
22 Employees Against Defendant)

23 72. Each Plaintiff realleges and incorporates herein by reference the allegations contained in
24 this First Amended Complaint as though fully set forth herein.

25 73. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about May 5, 2021, Plaintiffs
26 submitted their PAGA Claim Notice online to the California Labor and Workforce Development
27 Agency ("LWDA") and notified the LWDA of the specific provisions of the Labor Code alleged to have
28 been violated by Defendant, including the theories set forth in the Complaint. Also on that day,
Plaintiffs gave written notice by certified mail to the Registered Agent for Service of Process for
Defendant of the specific provisions of the Labor Code alleged to have been violated by Defendant. A

1 true and correct copy of the LWDA notice is attached hereto as Exhibit 1.

2 74. With respect to this PAGA claim, Plaintiffs seek to represent all Aggrieved Employees,
3 defined as Plaintiffs and/or other persons who performed services on the Production for Defendant
4 during the period of time commencing one year prior to the filing of the PAGA Claim Notice with the
5 LWDA.

6 75. At all relevant times, California Labor Code section 2699.3(a)(2)(A) provided:

7 The agency shall notify the employer and the aggrieved employee or representative by certified
8 mail that it does not intend to investigate the alleged violation within 60 calendar days of the
9 postmark date of the notice received pursuant to Paragraph (1). Upon receipt of that notice or if
no notice is provided within 65 calendar days of the postmark date of the notice given pursuant

10 to Paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.
Cal. Lab. Code § 2699.3(a)(2)(A).

11 76. When sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiffs
12 have passed, Plaintiff may “commence a civil action pursuant to Section 2699.” Cal. Lab. Code §
13 2699.3(a)(2)(A). More than sixty-five calendar day have passed since Plaintiffs gave written notice of
14 the PAGA violations to the LWDA and Defendant.

15 77. Plaintiff contends that sections 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558,
16 558.1, 1194, 1197, 1198, 2802, and 2699 et seq. of the Labor Code enable them to recover civil
17 penalties under PAGA, as well as attorney’s fees and costs, from Defendant, through a civil action on
18 behalf of themselves and other Aggrieved Employees.

19 78. Plaintiff seeks to recover the PAGA civil penalties through a representative action
20 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
21 (2009). Therefore, class certification of the PAGA claims is not required.

22 79. Plaintiffs seek civil penalties pursuant to PAGA for violations of the following Labor
23 Code provisions: 201.3, 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1194, 1197,
24 1198, 2802, and 2699 et seq.

25 80. Plaintiffs contend that the failure of Defendant to make timely payments within the time
26 provided for has been and is “willful” within the meaning of such word as used in Section 210 of the
27 California Labor Code and that, accordingly, each Aggrieved Employee who was not timely paid his or
28 her timely wages during their employment is entitled to civil penalties. Labor Code section 210

1 provides for a penalty of \$100 for each initial violation and \$200 for each subsequent, or willful or
2 intentional violation plus 25 percent of the amount unlawfully withheld.

3 81. Failure to pay wages and/or final wages to Plaintiffs and Aggrieved Employees in
4 violation of Labor Code §§ 201.5 and 203. With respect to violations of Labor Code § 201.5, Plaintiffs
5 contend that the failure of Defendants to make final payments within the time provided for has been and
6 is “willful” within the meaning of such word as used in Section 203 of the California Labor Code and
7 that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is entitled to
8 civil penalties. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per
9 Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
10 subsequent violations for all Labor Code provisions for which a civil penalty is not specifically
11 provided.

12 82. Failure to provide compliant itemized wage statements to Plaintiffs and Aggrieved
13 Employees in violation of Labor Code § 226(a). Plaintiffs and other Aggrieved Employees have not
14 been provided a wage statement as required by Labor Code section 226(a). The foregoing was the
15 intentional misconduct of Defendant that was intended to mislead and injure Plaintiffs and other
16 Aggrieved Employees insofar as they were subjected to confusion and deprived of information to which
17 they were legally entitled. Section 226(e) provides that any employee who suffers injury as a result of a
18 knowing and intentional failure by the employer to comply with its obligation to provide wage
19 statements containing all of the information referenced above is entitled to recover the greater of his
20 actual damages or \$50 for the first violation by the employer. The employee is also entitled to recover
21 \$100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000.

22 83. Failure to provide proper rest and meal periods to Plaintiffs and Aggrieved Employees.
23 Plaintiffs and Aggrieved Employees were not provided with timely meal and rest periods in violation of
24 Labor Code section 226.7 and the applicable Living Wage Order sections 11 and 12. Labor Code section
25 226.7 requires “one additional hour of pay at the employee’s regular rate of compensation for each
26 workday that the meal or rest or recovery period is not provided.”

27 84. Failure to reimburse necessary business expenses under Labor Code § 2802. Plaintiffs
28 and Aggrieved Employees were not reimbursed for necessary business expenses. Labor Code 2699 et

1 seq. imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial
2 violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for
3 all Labor Code provisions for which a civil penalty is not specifically provided.

4 85. Improper classification of employees as independent contractors in violation of Labor
5 Code § 226.8. Plaintiffs and Aggrieved Employees were willfully misclassified as independent
6 contractors even though they were not exempt employees. Labor Code section 226.8 requires “a civil
7 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
8 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” If the
9 employer is found to have engaged in a “pattern or practice” of misclassifying employees, it is subject to
10 a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand
11 dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.” Cal.
12 Lab. Code § 226.8(c).

13 86. Failure to pay minimum and overtime wages to Plaintiffs and Aggrieved Employees in
14 violation of Labor Code §§ 510, 558, 1194, and 1198. Both late payment and non-payment of minimum
15 wages violate the state statute requiring the payment of a minimum hourly wage. Labor Code section
16 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for
17 initial violations for each underpaid employee for each pay period for which the employee was
18 underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred (\$100) for
19 subsequent violations for each underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid wages.

21 87. Failure to keep complete and accurate payroll records. Failure to keep complete and
22 accurate payroll records relating to Plaintiffs and Aggrieved Employees in accordance with California
23 Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor
24 Code section 1174(d).

25 88. With respect to violations of Labor Code sections 201.5 and 203 Plaintiffs contend that
26 the failure of Defendant to make payments within the time provided for has been and is “willful” within
27 the meaning of such word as used in Section 203 of the California Labor Code and that, accordingly,
28 each Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties for

1 which provision is made in Section 210 of the Labor Code on account of violations of section 204.

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

6 **WHEREFORE**, Plaintiffs pray judgment as follows:

7 1. That the Court certify the Class.

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

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

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

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

28 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiffs and

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

3 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiffs
4 and the Rest Break Class in an amount according to proof and award them their damages, penalties, and
5 costs of suit.

6 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
7 enter judgment in favor of Plaintiffs and the 17200 Class against Defendant in an amount according to
8 proof. Plaintiffs seek full restitution from Defendant, as necessary and according to proof, to restore any
9 and all amounts—including interest—withheld, acquired, or converted by Defendant by means of the
10 unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the
11 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and
12 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a receiver as
13 necessary.

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

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

20 11. That, with respect to the Tenth Cause of Action, this Court enter judgment in favor of
21 Plaintiff and the LWDA against Defendant, along with reasonable attorney's fees and the costs of
22 bringing this cause of action.

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

26 DATED: February 21, 2023

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiffs

Exhibit 1

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

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SUBMITTED ONLINE

May 5, 2021

California Labor & Workforce Development Agency

Re: *Josh Day, Matthew Boswell and Esteban G. Esquivel v. PARAMOUNT PICTURES TELEVISION, PARAMOUNT TELEVISION STUDIOS, a subsidiary of Paramount Pictures Corporation – PAGA Notice*

To whom it may concern:

Judicial Council of California (JCC)’s amended Emergency Rule 9 (Effective on May 29, 2020), provides: “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory Committee Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action. The term “civil causes of action” includes special proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of the code (Of the Time of Commencing Civil Actions), is construed “as including a special proceeding of a civil nature”). The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure.”

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Josh Day, Esteban G. Esquivel, and Matthew Boswell (collectively, “Plaintiffs”) hereby alleges with respect to her employment with PARAMOUNT PICTURES TELEVISION and PARAMOUNT TELEVISION STUDIOS (“Defendants”), that Defendants violated provisions of the California Labor Code. Matthew Boswell, Esteban G. Esquivel worked for Defendants as crew member (craft service) on a television series production of “American Gigolo” (the “Productions”) up to on or about January 9, 2021 through February 25, 2021. PlaintiffS worked many hours each day for Defendant, but Defendant has failed to properly compensate Plaintiff and/or other persons who performed crew member production services for Defendant in California (“Aggrieved Employees”).

Defendants are each a company which at all times relevant herein, conducted business within the County of Los Angeles of the State of California. Plaintiff and other Aggrieved

Employees worked many hours and were not timely paid for their work, or paid at all. In addition, Defendant failed to provide Aggrieved Plaintiffs with wage statements with the information required by Labor Code section 226(a), and were not properly compensated for overtime.

Plaintiffs contend that Sections 201, 202, 203, 226, 226.8, 510, 512, 558, 1194, 1198, 2802, and 2699 et seq. of the California Labor Code and the applicable Wage Order enables Plaintiffs to recover civil penalties under PAGA, as well as attorneys' fees and costs from Defendants through a civil action on behalf of themselves and other Aggrieved Employees.

Plaintiffs contend that Defendant failed to timely pay wages due during employment and final wages following the end of employment.

Defendants failed to provide Aggrieved Employees wage statements with the information required by Labor Code section 226(a) including but not limited to the name and address of the legal entity that is the employer, and were not properly compensated for minimum wage and overtime because they were not timely paid. Biggs v. Wilson, 1 F.3d 1537, 1538 (9th Cir. 1993). Defendant also failed to reimburse the Aggrieved Employees for expenses reasonably incurred during the performance of their duties.

In addition, Plaintiffs requested production of their documents under sections 226(b), 432, and 1198.5 of the California Labor Code, and the defense failed to make timely, complete response.

Plaintiffs will seek to recover the PAGA penalties through a representative action permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969 (2009). Plaintiffs will seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. failure to pay overtime wages in violation of Wage Order No. 4 and Labor Code §§510, 558, 1194 and 1198;
- b. failure to pay minimum wages in violation of Wage Order No. 4 and Labor Code §§1182.12, 1194, and 1197;
- c. failure to provide itemized wage statements in violation of Labor Code §§ 226(a), 1174, and 1174.5;
- d. failure to provide prompt payment of wages upon termination and/or resignation in violation of Labor Code §§201, 202, 203;
- e. failure to reimburse for all reasonably necessary expenditures and losses incurred in direct consequence of the discharge of their duties, including but not limited costs of their vehicles, insurance, rental fees, mileage, cell phone usage, equipment purchases, and telephone usage in violation of Labor Code § 2802;
- f. failure to keep required payroll records in violation of Wage Order No. 9 and Labor Code §§ 1174 and 1174.5.

More specifically, Plaintiff will seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

1. **Failure to pay wages and/or final wages to Plaintiffs and Aggrieved Employees in violation of Labor Code §§ 201, 202 and 203.** With respect to violations of Labor Code § 201 and § 202, Plaintiffs contend that the failure of Defendants to make final payments

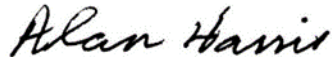
within the time provided for has been and is “willful” within the meaning of such word as used in Section 203 of the California Labor Code and that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties. Labor Code section 203 provides for a penalty of wages to be paid at the same rate until the wages are paid for up to thirty days.

2. **Failure to provide itemized wage statements to Plaintiffs and Aggrieved Employees in violation of Labor Code § 226(a).** Plaintiffs and other Aggrieved Employees have not been provided a wage statement as required by Labor Code section 226(a). The foregoing was the intentional misconduct of Defendants that was intended to mislead and injure Plaintiffs and other Aggrieved Employees insofar as they were subjected to confusion and deprived of information to which they were legally entitled. Section 226(e) provides that any employee who suffers injury as a result of a knowing and intentional failure by the employer to comply with its obligation to provide wage statements containing all of the information referenced above is entitled to recover the greater of his actual damages or \$50 for the first violation by the employer. The employee is also entitled to recover \$100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000.
3. **Failure to provide proper rest and meal periods to Plaintiffs and Aggrieved Employees.** Plaintiffs and Aggrieved Employees were not provided with timely meal and rest periods in violation of Labor Code section 226.7 and the applicable Wage Order. Labor Code section 226.7 requires “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.”
4. **Improper classification of employees as independent contractors in violation of Labor Code § 226.8.** Plaintiffs and Aggrieved Employees were willfully misclassified as independent contractors even though they were not exempt employees. Labor Code section 226.8 requires “a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” If the employer is found to have engaged in a “pattern or practice” of misclassifying employees, it is subject to a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.” Cal. Lab. Code § 226.8(c).
5. **Failure to reimburse necessary business expenses under Labor Code § 2802.** Plaintiffs and Aggrieved Employees were not reimbursed for necessary business expenses. For example, employees were not reimbursed for their required safety shoes as required by law. Labor Code 2699 *et seq.* imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.
6. **Failure to pay minimum and overtime wages to Plaintiffs and Aggrieved Employees in violation of Labor Code §§ 510, 558, 1194, and 1198.** Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. Labor Code section 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
7. **Failure to keep complete and accurate payroll records.** Failure to keep complete and accurate payroll records relating to Plaintiffs and Aggrieved Employees in accordance with

California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Please advise whether you will proceed with an investigation of this matter or whether Plaintiffs may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,

A handwritten signature in black ink that reads "Alan Harris". The signature is written in a cursive, slightly slanted style.

Alan Harris

Cc: (Via Certified Mail)

PARAMOUNT PICTURES TELEVISION
Paramount Television Studios,
a subsidiary of Paramount Pictures Corporation
c/o CSC Lawyers Incorporating Service Agent for Service of Process
2710 Gateway Oaks Drive, Ste. 150N Sacramento, CA 95833

1 Alan Harris (SBN 146079)
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 JOSH DAY, individually and on behalf of all
11 others similarly situated,

12 Plaintiffs,

13 v.

14 PARAMOUNT TELEVISION STUDIOS, A
15 SUBSIDIARY OF PARAMOUNT; and DOE 1
16 through and including DOE 10,

17 Defendants.

Case No:

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 Josh Day (“Plaintiff”) 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.

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 Josh Day (“Day”) is an individual, who, during the time periods relevant to this
13 Complaint, was and is a resident of the County of Los Angeles, State of California, working in the
14 motion picture industry as a crew member during the physical production of a motion picture
15 production.

16 4. Defendant PARAMOUNT TELEVISION STUDIOS, A SUBSIDIARY OF
17 PARAMOUNT (“PARAMOUNT TELEVISION”) is an unknown entity, which at all times relevant
18 herein, conducted business within the County of Los Angeles of the State of California.

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

27 6. Plaintiffs are informed and believe and thereon allege that all defendants, including the
28 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible

1 agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all
2 acts alleged herein occurred within the course and scope of said agency, employment, partnership, and
3 joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
4 consent authorization and ratification of their co-defendants; however, each of these allegations are
5 deemed “alternative” theories whenever not doing so would result in a contradiction with other
6 allegations.

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

16 **GENERAL ALLEGATIONS**

17 8. Defendants employed Plaintiff Day and the Class Members as well as Aggrieved
18 Employees as crew members during the relevant Class Period (from approximately January 9, 2021
19 through February 25, 2021) on a television series entitled “AMERICAN GIGOLO” (the “Production”).

20 9. Although Plaintiff should have been paid in full for the accrued minimum wages and
21 overtime, provided proper, uninterrupted meal periods and rest breaks, and issued final wages no later
22 than as required by Code § 201.5, he has yet to be paid properly. Although Plaintiff Day should have
23 been paid in full for the accrued minimum wages and overtime, provided proper, uninterrupted meal
24 periods and rest breaks, and issued final wages with a legally compliant wage statement no later than as
25 required by Code § 201.5, he has yet to be paid properly.

26 10. Defendants failed to fully compensate Plaintiff and failed to provide compliant wage
27 statements to Plaintiff Day as well as other nonexempt workers who performed services on the
28 Production or other such projects produced in California for Defendants (“Aggrieved Employees”) for

1 work performed. Plaintiff and the Aggrieved Employees worked on the Production and/or on other
2 California motion picture projects, toiling in excess of eight hours in a single day and over forty hours in
3 a work week, yet not being paid timely or with appropriate wage statements.

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

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

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

16 (A) Daily Overtime - General Provisions

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

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

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

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

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

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

...

7. Records.

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

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

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

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

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

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

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

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

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

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

13. 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:

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

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

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

9 (3) "Next regular payday" means the day designated by the employer, pursuant to Section
10 204, for payment of wages earned during the payroll period in which the termination
11 occurs.

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

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

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

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

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

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

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

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

Cal. Lab. Code § 203.

1 15. By failing to pay Plaintiffs and Aggrieved Employees all wages when due at the end of
2 employment, Plaintiffs and Aggrieved Employees are entitled to continuing wages pursuant to section
3 203 of the California Labor Code.

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

10 Cal. Lab. Code § 204.

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

15 18. At all times relevant herein, section 210 of the California Labor Code provided:
16 In addition to, and entirely independent and apart from, any other penalty provided in this
17 article, every person who fails to pay the wages of each employee as provided in Sections
18 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
19 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
each employee; (b) For each subsequent violation, or any willful or intentional violation,
two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
amount unlawfully withheld.
20 Cal. Lab. Code § 210. Further, the Defendants' policy has been to devote insufficient capital, manpower
21 and other required resources to its business, including the payroll accounting function, with the
22 inevitable result that employees are routinely paid in tardy fashion, in violation of sections 203 and 204
23 of the California Labor Code.

24 19. At all relevant times mentioned herein, section 510(a) of the California Labor Code
25 provided:

26 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
27 workday and any work in excess of 40 hours in any one workweek and the first eight
28 hours worked on the seventh day of work in any one workweek shall be compensated at
the rate of at least one and one-half times the regular rate of pay for an employee. Any

1 work in excess of 12 hours in one day shall be compensated at the rate of no less than
2 twice the regular rate of pay for an employee. In addition, any work in excess of eight
3 hours on any seventh day of a workweek shall be compensated at the rate of no less than
4 twice the regular rate of pay of an employee. Nothing in this section requires an employer
to combine more than one rate of overtime compensation in order to calculate the amount
to be paid to an employee for any hour of overtime work.

Cal. Lab. Code § 510.

20. Defendants failed to pay proper minimum wage or overtime to Plaintiffs and Aggrieved
Employees.

21. 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
flat sum nonhourly compensation should be factored into an employee's regular rate of pay by dividing
the flat sum by the number of nonovertime hours that exist in the relevant period, and that the flat sum
compensates the worker for only nonovertime hours worked.") The California Supreme Court based its
holding on fundamental principles that "the obligation to pay premium pay for overtime work reflects a
state policy favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging
employers from imposing work in excess of those limits." Alvarado, 4 Cal. 5th at 539.

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

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

Cal. Lab. Code § 1194.

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

1 section 1194.2.

2 24. At all relevant times mentioned herein, section 558.1 of the California Labor Code
3 provided:

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

9 (b) For purposes of this section, the term "other person acting on behalf of an employer"
10 is limited to a natural person who is an owner, director, officer, or managing agent of the
11 employer, and the term "managing agent" has the same meaning as in subdivision (b) of
12 Section 3294 of the Civil Code.

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

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

17 25. At all relevant times mentioned herein, section 558 of the California Labor Code
18 provided:

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

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

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

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to
his or her employee, either as a detachable part of the check, draft, or voucher paying the
employee's wages, or separately if wages are paid by personal check or cash, an accurate
itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
the employee, except as provided in subdivision (j), (3) the number of piece-rate units
earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
deductions, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
2 period for which the employee is paid, (7) the name of the employee and only the last
3 four digits of his or her social security number or an employee identification number
4 other than a social security number, (8) the name and address of the legal entity that is the
5 employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of
6 Section 1682, the name and address of the legal entity that secured the services of the
7 employer, and (9) all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee and,
9 beginning July 1, 2013, if the employer is a temporary services employer as defined in
10 Section 201.3, the rate of pay and the total hours worked for each temporary services
11 assignment. The deductions made from payment of wages shall be recorded in ink or
12 other indelible form, properly dated, showing the month, day, and year, and a copy of the
13 statement and the record of the deductions shall be kept on file by the employer for at
14 least three years at the place of employment or at a central location within the State of
15 California. . . .

16 Cal. Lab. Code § 226. Defendants did not provide Plaintiffs or other Aggrieved Employees wage
17 statements with all required information, including but not limited to inclusive dates of each pay period.

18 27. At all relevant times mentioned herein, section 2810.3 of the California Labor Code
19 provided:

20 (a) As used in this section:

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

24 . . .
25 (2) "Labor" has the same meaning provided by Section 200.

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

29 . . .
30 (4) "Wages" has the same meaning provided by Section 200 and all sums payable to an
31 employee or the state based upon any failure to pay wages, as provided by law.

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

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

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

39 (1) The payment of wages.

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

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

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

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

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

Cal. Lab. Code § 2810.3.

CLASS-ACTION ALLEGATIONS

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

For the period three years and 180 days prior to the filing of this Complaint to date, all persons paid wages on account of services provided for Defendants in the production of Motion Pictures¹ (such persons are referred to hereafter as 203 Class Members, and such period is referred to hereafter as the Class Period).

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

For the period one year and 180 days prior to the filing of this Complaint to date, all persons paid wages on account of services provided for Defendants in live productions and/or 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).

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

For the period four years and 180 days prior to the filing of this Complaint to date, all persons who were not provided proper meal breaks by Defendants in the production of Motion Pictures³ (such persons are referred to hereafter as Meal Break Class Members, and such period is referred to hereafter as the Class Period).

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

For the period four years and 180 days prior to the filing of this Complaint to date, all persons who were not provided proper rest breaks by Defendants in the production of Motion Pictures⁴ (such persons are referred to hereafter as Rest Break Class Members, and such period is referred to hereafter as the Class Period).

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

For the period four years and 180 days prior to the filing of this Complaint to date, all persons who were not provided proper rest breaks by Defendants in the production of Motion Pictures⁵ (such persons are referred to hereafter as 17200 Class Members, and such period is referred to hereafter as the Class Period).

A. Numerosity

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

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

³ See Cal. Lab. Code § 201.5 defining Motion Pictures.

⁴ See Cal. Lab. Code § 201.5 defining Motion Pictures.

⁵ See Cal. Lab. Code § 201.5 defining Motion Pictures.

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

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

9 **B. Commonality**

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

- 13 a. Whether Defendants failed to pay all wages in a timely fashion in violation of sections
14 201.5, 203 and/or 204 of the Code.
- 15 b. Whether Defendants' failure to provide accurate itemized wage statements to each and
16 every employee violates section 226(a).
- 17 c. Whether Defendants untimely and/or nonpayment of wages give rise to liquidated
18 damages for failure to pay minimum wages under section 1194.2.
- 19 d. Whether Defendants' failure to provide meal breaks to each and every employee violates
20 section 226.7 and 512.
- 21 e. Whether Defendants' failure to provide rest breaks to each and every employee violates
22 section 226.7.

23 **C. Typicality**

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

26 33. The claims of the named Plaintiffs are typical of the claims of each Class, which claims
27 all arise from the same general operative facts, namely, Defendants did not compensate its employees as
28 required by the Code and applicable Wage Order. Plaintiffs and all members of the Classes sustained

1 injuries and damages arising out of and caused by Defendants in violation of laws, regulations that have
2 the force and effect of law, and statutes as alleged herein. Plaintiffs have no conflict of interest with the
3 other Class Members and are able to represent the Class Members' interests fairly and adequately.

4 **D. Adequacy of Representation**

5 34. Plaintiffs will fairly and adequately represent and protect the interests of the members of
6 each Class. Counsel who represents Plaintiffs are competent and experienced in litigation large
7 employment class actions. Neither Plaintiffs nor their counsel have any conflict with either Class.

8 **E. Superiority of Class Action**

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

22 **FIRST CAUSE OF ACTION**

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

25 36. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
26 Complaint as though fully set forth herein.

27 37. Defendants employed Plaintiff. As of the date of filing of this Complaint, Plaintiffs have
28 not been timely compensated in full for their services.

38. Upon information and belief, Plaintiff, Aggrieved Employees and the 203 Class have not

1 been timely compensated for their services. Plaintiff and the 203 Class consistently worked more than 6-
2 hour and/or 12-hour shifts. However, they were required to keep their walkie-talkies, cell phones and/or
3 radios on their persons, turned on and audible at all times, including their rest periods and meal breaks
4 and/or they were precluded from leaving the set during their breaks. Accordingly, they were denied
5 their breaks and are entitled to an additional thirty minutes of wages for each faux meal break.

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

9 40. Pursuant to section 203 of the California Labor Code, Plaintiffs and the Class Members
10 are entitled to continuing wages from Defendants in an amount according to proof. Plaintiffs and
11 Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section
12 218.5 of the California Labor Code in a total sum according to proof.

13 **SECOND CAUSE OF ACTION**

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

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

18 42. Defendants failed to provide Plaintiff Day and the 226 Class with wage statements
19 conforming to the requirements of section 226(a) of the Code. Defendants failed to disclose the beginning
20 and end dates of the applicable pay period, thereby violating the requirements of law, making it
21 impossible for the worker to determine whether or not the paycheck issued to them had been timely
22 prepared.

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

27 44. The failure of Defendants to provide compliant wage statements violates section 226(a)
28 of the Code. The failure caused them injury by depriving them of information to which they are legally

1 entitled. Accordingly, Plaintiff Day and 226 Class Members are entitled to damages in an amount
2 according to proof and costs and reasonable attorney's fees in accordance with the provisions of Code
3 section 226(e), all in a sum according to proof. Plaintiff Day is entitled to an amount according to proof
4 of at least \$50, not including interest thereon, reasonable attorneys' fees and cost of suit.

5 **THIRD CAUSE OF ACTION**

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

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

9 45. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
10 Complaint as though fully set forth herein.

11 46. Plaintiff, as well as the 203 Class, worked many hours for Defendants, including
12 overtime, without compensation for work performed, as required by law. Aggrieved Employees were
13 routinely deprived of thirty minutes of compensation for services, as Defendants routinely participated
14 in a scheme to force half hour deductions from wages, even though the crew were required to respond to
15 colleagues' queries, whether by walkie-talkies, cell phone "apps", or otherwise. For example, with
16 respect to walkie-talkies, crew were issued specific devices for each span of service for PARAMOUNT
17 TELEVISION, and PARAMOUNT TELEVISION kept track of which device was issued to each
18 member of the crew so Defendants could account for each of the devices which were issued to crew for
19 their use while working for PARAMOUNT TELEVISION. At the conclusion of their service, each
20 member of the crew returned his or her walkie-talkie to appropriate PARAMOUNT TELEVISION
21 employee.

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

25 **FOURTH CAUSE OF ACTION**

26 (Damages for Unpaid Minimum Wages,

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

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

48. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
Complaint as though fully set forth herein.

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

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

7
8 **FIFTH CAUSE OF ACTION**

9 (Failure to Provide Duty-Free Meal Breaks, Cal. Lab. Code §§ 226.7 and 512
10 On Behalf of Plaintiff And the Meal Break Class And Against All Defendants)

11 51. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
12 Complaint as though fully set forth herein.

13 52. Labor Code section 226.7 requires an employer to pay an additional hour of
14 compensation for each meal period the employer fails to provide a timely and uninterrupted meal period.
15 Employees are entitled to meal period of at least thirty 30 minutes per 6-hour work period.

16 53. Upon information and belief, Aggrieved Employees the Meal Break Class have not been
17 timely compensated in full for their services. Plaintiffs and the Meal Break Class consistently worked
18 more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie-talkies, cell
19 phones or radios on their persons, turned on and audible at all times, including their rest periods and
20 meal breaks and/or they were precluded from leaving the set during their breaks. Accordingly, they
21 were denied their breaks and are entitled to an additional thirty minutes of wages for each faux meal
22 break. PARAMOUNT TELEVISION kept records of each individual member of the crew to whom a
23 walkie-talkie was issued so that it could insure the return to it of the device.

24 54. Pursuant to Labor Code section 226.7, Plaintiffs and Meal Break Class Members are
25 entitled to damages in an amount equal to one hour of wages per missed meal break, in an amount
26 according to proof.

27
28 **SIXTH CAUSE OF ACTION**

 (Failure to Provide Duty-Free Rest Breaks, Cal. Lab. Code §§ 226.7
On Behalf of Plaintiff And the Rest Break Class Against All Defendants)

55. Plaintiffs reallege and incorporate 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 rest period the employer fails to provide a compliant rest period. Employees are
4 entitled to a rest period of ten minutes for every four hours worked or major fraction thereof, all as
5 detailed in Brinker.

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

12 58. Pursuant to Labor Code section 226.7, Plaintiff and the Rest Break Class are entitled to
13 damages in an amount equal to one hour of wages per missed rest break, in an amount according to
14 proof.

15 **SEVENTH CAUSE OF ACTION**

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

17 59. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
18 Complaint as though fully set forth herein.

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

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

26 62. Defendants have avoided payment of wages and overtime wages and other benefits
27 required by the California Labor Code, the California Code of Regulations, and the applicable IWC
28 Wage Order. Upon information and belief, Aggrieved Employees the 17200 Class have not been timely

1 compensated in full for their services. Plaintiffs and the 17200 Class consistently worked more than 6-
2 hour and/or 12-hour shifts. However, they were required to keep their cell phones, walkie-talkies or
3 radios on their persons, turned on and audible at all times, including their rest periods and meal breaks
4 and/or they were precluded from leaving the set during their breaks. Accordingly, they were denied
5 their breaks and are entitled to an additional thirty minutes of wages for each faux break.

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

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

17 **EIGHTH CAUSE OF ACTION**

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

20 65. Plaintiffs reallege and incorporate herein by reference the allegations contained in this
21 Complaint as though fully set forth herein.

22 66. Pursuant to Labor Code section 226(b), an employer shall afford current and former
23 employees the right to inspect or copy the records pertaining to that current or former employee, upon
24 reasonable request to the employer.

25 67. Plaintiffs have requested that Defendants permit inspection or copying of their
26 employment records pursuant to Labor Code section 226(b). Defendants have failed to provide
27 Plaintiffs with an opportunity to inspect or copy their employment records within 21 days of their
28 requests. Defendants have not produced any records at all.

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

NINTH CAUSE OF ACTION

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

69. Plaintiffs reallege and incorporate herein by reference the allegations contained in this Complaint as though fully set forth herein.

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

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

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

WHEREFORE, Plaintiffs pray judgment as follows:

1. That the Court certify the Class.
2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the failure of Defendants to make payment of Plaintiffs' and 203 Class Members' wages was in violation of section 201.5, 203 and 204 of the California Labor Code, and was "willful" as that word is used in section 203 of the California Labor Code, and that the Court enter judgment against Defendants in favor of Plaintiffs and 203 Class Members. That judgment be entered in favor of Plaintiffs and the 203 Class in an amount according to law and proof, interest thereon, and costs and reasonable attorneys' fees in accordance with the provisions of California Labor Code section 218.5.
3. That, under the Second Cause of Action for Failure to Provide Compliant Wage Statements, this Court enter judgment in favor of Plaintiff Day and 226 Class Members against

1 Defendants. That judgment be entered in favor of Plaintiff Day of at least \$50 and the 226 Class in an
2 amount according to proof, and costs and reasonable attorneys' fees in accordance with the provisions of
3 California Labor Code section 226(e).

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

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

12 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiffs and
13 the Meal Break Class in an amount according to proof and award them their damages, penalties, and
14 costs of suit.

15 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiffs
16 and the Rest Break Class in an amount according to proof and award them their damages, penalties, and
17 costs of suit.

18 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
19 enter judgment in favor of Plaintiffs and the 17200 Class against Defendants in an amount according to
20 proof. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore
21 any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of
22 the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the
23 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and
24 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a receiver as
25 necessary.

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

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

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

7 DATED: February 23, 2023

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiffs