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

ROBERT BURTON, DOUGLAS KIRLAND,
EDWARD MARTINEZ, MICHAEL BISSETT
and LAWRENCE B. HENDERSON,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

AMBULANCE PRODUCTIONS, LLC; and
DOE 1 through and including DOE 10,

Defendants.

Case No: **22STCV31529**

COMPLAINT

PAGA Representative Action; Class Action

1. Code §§ 201.3, 201.5 and 203, Continuing Wages
2. Code § 226(a), Failure to Provide Compliant Pay Stubs
3. Code §§ 510, 515 and 1198, Failure to Pay Overtime
4. Cal Lab. Code §§ 1194, 1197 and 1197.1, Failure to Pay Minimum Wages
5. Code § 226.7 and 512(a), Failure to Provide Meal Breaks
6. Code § 226.7, Failure to Provide Rest Breaks
7. Cal. Bus. & Prof. Code § 17200, Unfair Competition
8. Code § 226(b), Failure to Provide Employment Records
9. Code § 1198.5, Failure to Provide Employment Records
10. Cal Lab. Code § et seq., PAGA

1 Plaintiffs Robert Burton, Douglas Kirkland, Edward Martinez, Michael Bissett and Lawrence P.
2 Henderson (collectively, “Plaintiffs”) by and through their undersigned attorneys, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a representative action brought under the Code Private Attorneys General Act
5 (“PAGA”), seeking relief under state law on account of unpaid wages, unpaid overtime, damages,
6 continuing wages, liquidated damages, penalties, restitution and attorneys’ fees and costs. This action
7 brings claims for alleged wage and hour violations or unfair competition, including but not limited to
8 any claims of or related to off-the-clock work, unpaid minimum or overtime wages, meal periods, rest
9 periods, wages not timely paid during employment, final wages not timely paid, bonus calculations into
10 regular rate of pay for purposes of overtime compensation, wage statements, expense reimbursements,
11 failure to maintain payroll records, restitution and other equitable relief, liquidated damages, punitive
12 damages, waiting time penalties, any and all other penalties related to these claims, and any and all other
13 possible benefit claimed on account of the allegations asserted in the Litigation, or that reasonably relate
14 to the Litigation including but not limited to claims under California Labor Code sections 201, 202, 203,
15 204, 210, 218, 218.6, 221, 226, 226.3, 226.7, 351, 510, 512, 515, 558, 1174, 1174.5, 1175, 1194, 1194.2,
16 1194.3, 1195.5, 1197.2, 1198, 1198.3, 1198.5, 1199, 2698, 2699.3 *et. seq.*, 2802, California Business &
17 Professions Code § 17200 *et seq.*, Cal. Code Regs., Title 8, § 11000 *et seq.*, PAGA, and all applicable
18 IWC wage orders and wage order provisions, arising during the Class Period.

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

24 **INTRODUCTION**

25 3. Plaintiffs are individuals, who, during the time periods relevant to this Complaint, were
26 residents of the County of Los Angeles, State of California, working in the motion picture industry as
27 traffic control officers during the physical production of a motion picture production entitled
28 “Ambulance” (the “Production”).

1 4. AMBULANCE PRODUCTIONS is a California Limited Liability Company, which at all
2 times relevant herein, conducted business within the County of Los Angeles of the State of California.

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

11 6. Plaintiffs are informed and believe and thereon allege that all Defendants, including the
12 fictitious Doe Defendants, were at all relevant times acting as actual agents, conspirators, ostensible
13 agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all
14 acts alleged herein occurred within the course and scope of said agency, employment, partnership, and
15 joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
16 consent authorization and ratification of their co-defendants; however, each of these allegations are
17 deemed “alternative” theories whenever not doing so would result in a contradiction with other
18 allegations.

19 7. Emergency Rule 9 as promulgated by the Judicial Council of California on insert date,
20 provides: “Notwithstanding any other law, the statutes of limitations and repose for civil causes of
21 action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory
22 Committee Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute of
23 limitations on the filing of a pleading in court asserting a civil cause of action. The term “civil causes of
24 action” includes special proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of
25 the code (Of the Time of Commencing Civil Actions), is construed “as including a special proceeding of
26 a civil nature”). . . . The rule also applies to statutes of limitations on filing of causes of action in court
27 found in codes other than the Code of Civil Procedure.”
28

GENERAL ALLEGATIONS

8. Defendants employed Plaintiffs and the Class Members as well as Aggrieved Employees as crew members during the relevant Class Period on the Production.

9. Although Plaintiffs 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 the Code (the “Code”) § 201.5, they were allegedly not paid properly. Although Plaintiffs 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 § § 201.3 and 201.5, they were allegedly not paid properly.

10. Defendants allegedly failed to fully compensate Plaintiffs and failed to provide compliant wage statements to Plaintiffs as well as other nonexempt workers who performed services on the Production or other such projects produced in California for Defendants (“Aggrieved Employees”) for work performed. Plaintiffs, including the Aggrieved Employees, worked on the, allegedly toiling in excess of eight hours in a single day and/or over forty hours in a work week, yet not being paid timely or with appropriate wage statements.

11. Defendants allegedly failed to properly compensate Plaintiffs who performed services on the Productions and/or other such projects produced in California for Defendant AMBULANCE PRODUCTIONS for work performed.

12. Defendants allegedly improperly failed to pay premium wages to nonunion workers upon the calling of “grace” or otherwise providing a “meal period extension” under agreement[s] negotiated between certain entertainment industry unions and the AMPTP.

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

3. Hours and Days of Work.

(A) Daily Overtime - General Provisions

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

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

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

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

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

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

...

7. Records.

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

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

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

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

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

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

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

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all

1 deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the
2 name of the employee or the employee's social security number; and (4) the name of the
3 employer, provided all deductions made on written orders of the employee may be
4 aggregated and shown as one item.

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

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

11 14. At all relevant times mentioned herein, section 201.5 of the Code provided in part:

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

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

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

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

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

23 (3) "Next regular payday" means the day designated by the employer, pursuant to Section
24 204, for payment of wages earned during the payroll period in which the termination
25 occurs.

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

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

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

(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

1 by this section if those provisions do not exceed the time limitation established in Section
2 204.

3 Code § 201.5. At all relevant times mentioned herein, sections 201.3 and 201.5 of the Code controlled
4 the final payment of wages to Plaintiffs and the Aggrieved Employees.

5 15. At all relevant times mentioned herein, section 203 of the Code provided:

6 If an employer willfully fails to pay, without abatement or reduction, in accordance with
7 Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who
8 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.

9 Code § 203.

10 16. By failing to pay Plaintiffs and Aggrieved Employees all wages when due at the end of
11 employment, Plaintiffs and Aggrieved Employees are entitled to continuing wages pursuant to section
12 203 of the Code.

13 17. At all times relevant herein, section 204 of the Code provided in part:

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

18 Code § 204.

19 18. In no event should Plaintiffs or the Aggrieved Employees have been paid later than the
20 time periods established by sections 201.3, 201.5 or 204 of the Code, but certain payments to Plaintiffs
21 and the Aggrieved Employees were made after they were due, or not at all, leading to penalties and civil
22 penalties under sections 203 and 204 of the Code. Defendants are “temporary services employers” as
23 defined by Code § 201.3 and required to pay workers no less frequently than weekly.

24 19. At all times relevant herein, section 210 of the Code provided:

25 In addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections
27 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
28 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

1 amount unlawfully withheld.

2 Code § 210. Further, the Defendants' policy has been to devote insufficient capital, manpower and other
3 required resources to its business, including the payroll accounting function, with the inevitable result
4 that employees are routinely paid in tardy fashion, in violation of sections 203 and 204 of the Code.

5 20. At all relevant times mentioned herein, section 510(a) of the Code provided:

6 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
7 workday and any work in excess of 40 hours in any one workweek and the first eight
8 hours worked on the seventh day of work in any one workweek shall be compensated at
9 the rate of at least one and one-half times the regular rate of pay for an employee. Any
10 work in excess of 12 hours in one day shall be compensated at the rate of no less than
11 twice the regular rate of pay for an employee. In addition, any work in excess of eight
hours on any seventh day of a workweek shall be compensated at the rate of no less than
twice the regular rate of pay of an employee. Nothing in this section requires an employer
to combine more than one rate of overtime compensation in order to calculate the amount
to be paid to an employee for any hour of overtime work.

12 Code § 510.

13 21. Defendants failed to pay proper minimum wage or overtime to Plaintiffs and Aggrieved
14 Employees.

15 22. At all relevant times mentioned herein, section 515(d)(2) of the Code provided:

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

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

27 23. At all relevant times mentioned herein, section 1194 of the Code provided:

28 Notwithstanding any agreement to work for a lesser wage, any employee receiving less

1 than the legal minimum wage or the legal overtime compensation applicable to the
2 employee is entitled to recover in a civil action the unpaid balance of the full amount of
3 this minimum wage or overtime compensation, including interest thereon, reasonable
4 attorney's fees, and costs of suit.

5 Code § 1194.

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

9 25. At all relevant times mentioned herein, section 558.1 of the Code provided:

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

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

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

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

23 26. At all relevant times mentioned herein, section 558 of the Code provided:

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

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 Code referenced herein.

27. At all relevant times mentioned herein, section 226 of the 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

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

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

13 28. At all relevant times mentioned herein, section 2810.3 of the Code provided:

14 (a) As used in this section:

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

16 . . .

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

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

19 . . .

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

20 (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.

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

23 (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:

24 (1) The payment of wages.

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

26 (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.

27 (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).

28 (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

1 action.

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

4 Code § 2810.3.

5 **CLASS-ACTION ALLEGATIONS**

6 29. Plaintiff brings this action on behalf of themselves and all others similarly situated as a
7 class action pursuant to section 382 of the Code of Civil Procedure. Plaintiffs seek to represent a “Code
8 203 Class” composed of and defined as follows:

9 For the period three years and 180 days prior to the filing of this Complaint to date, all persons
10 employed by Defendants as traffic control officer on the Production (such persons are referred to
11 hereafter as 203 Class Members, and such period is referred to hereafter as the Class Period).

12 Plaintiffs seek to represent a “226 Class” composed of and defined as follows:

13 For the period one year and 180 days prior to the filing of this Complaint to date, all persons
14 employed by Defendants as traffic control officer on the Production (such persons are referred to
15 hereafter as 226 Class Members, and such period is referred to hereafter as the Class Period).

16 Plaintiffs seek to represent a “Meal Break Class” composed of and defined as follows:

17 For the period three years and 180 days prior to the filing of this Complaint to date, all persons
18 employed by Defendants as traffic control officer on the Production who worked more than 5
19 hours (such persons are referred to hereafter as Meal Class Members, and such period is referred
20 to hereafter as the Class Period).

21 Plaintiffs seek to represent a “Rest Break Class” composed of and defined as follows:

22 For the period three years and 180 days prior to the filing of this Complaint to date, all persons
23 employed by Defendants as traffic control officer on the Production who worked 4 or more hours
24 (such persons are referred to hereafter as Rest Break Class Members, and such period is referred
25 to hereafter as the Class Period).

26 Finally, Plaintiffs seek to represent a “17200 Class” composed of and defined as follows:

27 For the period four years and 180 days prior to the filing of this Complaint to date, all persons
28 employed by Defendants as traffic control officer on the Production (such persons are referred to
hereafter as 17200 Class Members, and such period is referred to hereafter as the Class Period).

29 **A. Numerosity**

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

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

4 **B. Commonality**

5 32. There are questions of law and fact common to each Class that predominate over any
6 questions affecting only individual Class Members. These common questions of law and fact include,
7 without limitation:

- 8 a. Whether Defendants failed to pay all wages in a timely fashion in violation of sections
9 201.3, 201.5, 203 and/or 204 of the Code.
- 10 b. Whether Defendants' failure to provide accurate itemized wage statements to each and
11 every employee violates section 226(a).
- 12 c. Whether Defendants untimely and/or nonpayment of wages give rise to liquidated
13 damages for failure to pay minimum wages under section 1194.2.
- 14 d. Whether Defendants' failure to provide meal breaks to each and every employee violates
15 section 226.7 and 512.
- 16 e. Whether Defendants' failure to provide rest breaks to each and every employee violates
17 section 226.7.

18 **C. Typicality**

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

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

27 **D. Adequacy of Representation**

28 35. Plaintiffs will fairly and adequately represent and protect the interests of the members of

1 each Class. Counsel who represents Plaintiffs are competent and experienced in litigation large
2 employment class actions. Neither Plaintiffs nor their counsel have any conflict with either Class.

3 **E. Superiority of Class Action**

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

17 **FIRST CAUSE OF ACTION**

18 (Continuing Wages, Code §§ 201.5, 203, 204
19 On Behalf of Plaintiffs and the 203 Class Against All Defendants)

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

22 38. Defendants employed Plaintiffs. As of the date of filing of this Complaint, Plaintiffs
23 have not been timely compensated in full for their services.

24 39. Upon information and belief, Plaintiff, Aggrieved Employees and the 203 Class have not
25 been timely compensated for their services. Plaintiffs and the 203 Class consistently worked more than
26 6-hour and/or 12-hour shifts. However, they were required to keep their walkie-talkies, cell phones
27 and/or radios on their persons, turned on and audible at all times, including their rest periods and meal
28 breaks and/or they were precluded from leaving the set during their breaks. Accordingly, they were

1 denied their breaks and are entitled to an additional thirty minutes of wages for each faux meal break.

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

5 41. Pursuant to section 203 of the Code, Plaintiffs and the Class Members are entitled to
6 continuing wages from Defendants in an amount according to proof. Plaintiffs and Aggrieved
7 Employees are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the
8 Code in a total sum according to proof.

9 **SECOND CAUSE OF ACTION**

10 (Failure to Provide Compliant Pay Stubs, Code § 226(a)
11 On Behalf of Plaintiffs and the 226 Class Against All Defendants)

12 42. Plaintiffs reallege and incorporates herein by reference the allegations contained in this
13 Complaint as though fully set forth herein.

14 43. Defendants failed to provide Plaintiffs and the 226 Class with wage statements
15 conforming to the requirements of section 226(a) of the Code. Defendants failed to disclose the beginning
16 and end dates of the applicable pay period, thereby violating the requirements of law, making it
17 impossible for the worker to determine whether or not the paycheck issued to them had been timely
18 prepared.

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

23 45. The failure of Defendants to provide compliant wage statements violates section 226(a)
24 of the Code. The failure caused them injury by depriving them of information to which they are legally
25 entitled. Accordingly, Plaintiffs and 226 Class Members are entitled to damages in an amount according
26 to proof and costs and reasonable attorney's fees in accordance with the provisions of Code section
27 226(e), all in a sum according to proof. Each Plaintiff is entitled to an amount according to proof of at
28 least \$50, not including interest thereon, reasonable attorneys' fees and cost of suit.

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

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

FOURTH CAUSE OF ACTION

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

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

15

FIFTH CAUSE OF ACTION

(Failure to Provide Duty-Free Meal Breaks, Code §§ 226.7 and 512
On Behalf of Plaintiffs And the Meal Break Class And Against All Defendants)

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

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

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

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

SIXTH CAUSE OF ACTION

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

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

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

58. Upon information and belief, Aggrieved Employees the Rest Break Class have not been timely compensated in full for their services. Plaintiffs and the Rest Break Class consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie-talkies or radios on their persons, turned on and audible at all times, including their rest periods and meal breaks

1 and/or they were precluded from leaving the set during their breaks. Accordingly, they were denied
2 their breaks and are entitled to an additional thirty minutes of wages for each faux meal break.

3 59. Pursuant to Code section 226.7, Plaintiffs and the Rest Break Class are entitled to
4 damages in an amount equal to one hour of wages per missed rest break, in an amount according to
5 proof.

6 **SEVENTH CAUSE OF ACTION**

7 (Unfair Business Practices On Behalf of Plaintiffs and the 17200 Class Members Against All
8 Defendants)

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

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

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

18 63. Defendants have avoided payment of wages and overtime wages and other benefits
19 required by the Code, the California Code of Regulations, and the applicable IWC Wage Order. Upon
20 information and belief, Aggrieved Employees the 17200 Class have not been timely compensated in full
21 for their services. Plaintiffs and the 17200 Class consistently worked more than 6-hour and/or 12-hour
22 shifts. However, they were required to keep their cell phones, walkie-talkies or radios on their persons,
23 turned on and audible at all times, including their rest periods and meal breaks and/or they were
24 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
25 entitled to an additional thirty minutes of wages for each faux break.

26 64. As a result of Defendants’ unfair and unlawful business practices, Defendants have
27 reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiffs and
28 the Aggrieved Employees and members of the public. Defendants should be made to disgorge their ill-

1 gotten gains and to restore them to Plaintiffs and Aggrieved Employees.

2 65. The actions of Defendants entitle Plaintiffs to seek the remedies available under section
3 17200 et seq. Plaintiffs seek full restitution of said amounts from Defendants, as necessary and
4 according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted
5 by Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of
6 themselves, as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to
7 sections 218.5 of the Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the
8 appointment of a receiver as necessary.

9 **EIGHTH CAUSE OF ACTION**

10 (Failure to Provide Employment Records Upon Request Code § 226(b)
11 On Behalf of Plaintiffs Against Defendants)

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

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

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

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

24 **NINTH CAUSE OF ACTION**

25 (Failure to Provide Employment Records Upon Request Code §1198.5
26 On Behalf of Plaintiffs Against Defendants)

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

71. Pursuant to Code section 1198.5, an employer shall afford current and former employees

1 the right to inspect or copy the personnel records pertaining to that current or former employee, upon
2 reasonable request to the employer.

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

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

9 **TENTH CAUSE OF ACTION**

10 (California Labor Code § 2698 et seq. Civil Penalties
(On Behalf of Plaintiffs, the California Labor & Workforce Development Agency and Aggrieved
11 Employees Against All Defendants)

12 74. Plaintiffs realleges and incorporates herein by reference the allegations contained in this
13 Complaint as though fully set forth herein.

14 75. Pursuant to section 2699.3(a)(1) of the Code, on May 2, 2021, Plaintiffs submitted their
15 original PAGA Claim Notice online to the California Labor and Workforce Development Agency
16 ("LWDA") and notified the LWDA of the specific provisions of the Code alleged to have been violated
17 by Defendants, including the theories set forth in the Complaint. Also on that day, Plaintiffs gave
18 written notice by certified mail to Defendants. The waiting period required by California Labor Code §
19 2699.3(a)(2)(A) will have expired when this Complaint is filed in the Superior Court of Los Angeles.

20 76. At all relevant times, Code section 2699.3(a)(2)(A) provided:

21 The agency shall notify the employer and the aggrieved employee or representative by
22 certified mail that it does not intend to investigate the alleged violation within 60 calendar
23 days of the 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 to Paragraph (1), the aggrieved employee may commence a
civil action pursuant to Section 2699.

24 Cal. Lab. Code § 2699.3(a)(2)(A). After sixty-five (65) calendar days from the August 27, 2020 date of
25 the notice sent by Plaintiff, Plaintiffs may "commence a civil action pursuant to Section 2699." Cal.
26 Lab. Code § 2699.3(a)(2)(A).

27 77. Plaintiff contends that sections 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 558, 1194,
28 1198, 2802, and 2699 et seq. of the Labor Code and Wage Order 12 enable Plaintiff and Aggrieved

1 Employees to recover civil penalties under PAGA, as well as attorney's fees and costs, from Defendants,
2 through a civil action on behalf of himself and others.

3 78. Plaintiffs seek to recover the PAGA civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
5 (2009). Therefore, class certification of the PAGA claims is not required.

6 79. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
7 Code provisions:

- 8 1. **Failure to pay wages and/or final wages to Plaintiffs and Aggrieved Employees in violation**
9 **of Labor Code §§ 201.5 and 203.** With respect to violations of Labor Code § 201.5, Plaintiffs
10 contend that the failure of Defendants to make final payments within the time provided for has
11 been and is "willful" within the meaning of such word as used in Section 203 of the California
12 Labor Code and that, accordingly, each Aggrieved Employee who was not timely paid his or her
13 final wages is entitled to civil penalties. Labor Code section 203 provides for a penalty of wages
14 to be paid at the same rate until the wages are paid for up to thirty days.
- 15 2. **Failure to provide itemized wage statements to Plaintiffs and Aggrieved Employees in**
16 **violation of Labor Code § 226(a).** Plaintiffs and other Aggrieved Employees have not been
17 provided a wage statement as required by Labor Code section 226(a). The foregoing was the
18 intentional misconduct of Defendants that was intended to mislead and injure Plaintiffs and other
19 Aggrieved Employees insofar as they were subjected to confusion and deprived of information to
20 which they were legally entitled. Section 226(e) provides that any employee who suffers injury as
21 a result of a knowing and intentional failure by the employer to comply with its obligation to
22 provide wage statements containing all of the information referenced above is entitled to recover
23 the greater of his actual damages or \$50 for the first violation by the employer. The employee is
24 also entitled to recover \$100 for each violation in a subsequent pay period, not to exceed an
25 aggregate penalty of \$4,000.
- 26 3. **Failure to provide proper rest and meal periods to Plaintiffs and Aggrieved Employees.**
27 Plaintiffs and Aggrieved Employees were not provided with timely meal and rest periods in
28 violation of Labor Code section 226.7 and the applicable Living Wage Order sections 11 and 12.
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. Labor Code 2699 *et*
seq. imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for

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

- 3 6. **Failure to pay minimum and overtime wages to Plaintiffs and Aggrieved Employees in**
4 **violation of Labor Code §§ 510, 558, 1194, and 1198.** Both late payment and non-payment of
5 minimum wages violate the state statute requiring the payment of a minimum hourly wage. Labor
6 Code section 558 imposes a civil penalty in addition to any other penalty provided by law of fifty
7 dollars (\$50) for initial violations for each underpaid employee for each pay period for which the
8 employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one
9 hundred (\$100) for subsequent violations for each underpaid employee for each pay period for
10 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- 11 7. **Failure to keep complete and accurate payroll records.** Failure to keep complete and accurate
12 payroll records relating to Plaintiffs and Aggrieved Employees in accordance with California
13 Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California
14 Labor Code section 1174(d).

15 80. Plaintiffs allege that Defendants have failed to provide them Employment Records Upon
16 Request in violation of Code § 226(b), 432 and 1198.5.

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

20 82. Plaintiffs requested to inspect or copy his employment records pursuant to Labor Code
21 sections 226(b), 432 and 1198.5. Defendant failed to provide Plaintiffs their employment records within
22 21 or 30 days of the request, or to date.

23 83. Pursuant to Labor Code Section 226(b) and (f), Plaintiffs are entitled to recover from
24 Defendant a seven-hundred-fifty dollar (\$750) penalty.

25 84. Pursuant to Labor Code section 1198.5, an employer shall make the contents of an
26 employee's personnel records available for inspection.

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

86. The definition of Aggrieved Employees will be: All persons employed as traffic control
officers on the Production beginning one year prior to the filing of the PAGA Notice.

WHEREFORE, Plaintiffs pray judgment as follows:

1. That the Court certify the Class.

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

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

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

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

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

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

27 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
28 enter judgment in favor of Plaintiffs and the 17200 Class against Defendants in an amount according to

1 proof. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore
2 any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of
3 the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the
4 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Code and 1021.5
5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a receiver as necessary.

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

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

12 11. That, That, with respect to the Tenth Cause of Action, this Court enter judgment in favor
13 of each Plaintiff against Defendants for civil penalties, reasonable attorney's fees, and the costs of
14 bringing this cause of action pursuant to Code Section 2968, et seq.

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

18 DATED: September 27, 2022

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiffs