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Superior Court of California
County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TIMOTHY O'CAIN, an individual, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

RUCKUS, a California Corporation;
GREGORY JONES, an individual; DOE 1
through and including DOE 10,

Defendants.

Case No:

21STCV30483

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 Timothy O’Cain by and through his undersigned attorneys, alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This case is a putative class action and amendment will be sought to plead a
4 representative action under the California Labor Code Private Attorneys General Act (“PAGA”). This
5 proceeding seeks relief under the California Labor Code (the “Code”) on account of unpaid wages,
6 unpaid overtime, damages, continuing wages, liquidated damages, penalties, restitution and attorneys’
7 fees and costs.

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

12 **INTRODUCTION**

13 3. Plaintiff Timothy O’Cain (“O’Cain”) is an individual, who, during the time periods
14 relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California.

15 4. Defendant Ruckus (“Ruckus”) is a California Corporation, which at all times relevant
16 herein, conducted business within the County of Los Angeles of the State of California.

17 5. Defendant Gregory Jones (“Jones”) is an individual, who at all times relevant herein,
18 conducted business within the County of Los Angeles of the State of California. Jones is the chief
19 executive officer of Ruckus. Jones and Ruckus are collectively referred to herein as the “Defendants.”

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

28 7. Plaintiff is informed and believes and thereon alleges that all defendants, including the

fictitious Doe 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.

8. 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.”

9. All applicable statutes of limitation were further extended by the fact that the parties entered a tolling agreement for the period from June 10, 2021 to August 9, 2021.

GENERAL ALLEGATIONS

10. Defendants employed Plaintiff and others as crew members for a commercial entitled “Happy Dance” (the “Production”). The Aggrieved Persons herein include Plaintiff, crew members on the Production, and all crew members who have been issued wage statements for services performed for Defendant Ruckus in California (collectively, the “Aggrieved Persons”).

11. Plaintiff O’Cain was hired to work on or about September 16, 2020 as a crew member on the Production. He worked 13 hours that day. According to the wage statement issued to Plaintiff, his “Pay Frequency” was “W[EEKLY].” Once his employment ended, Defendants were required to pay him by the next week. Plaintiff’s final pay check was not prepared until October 1, 2020. (A partially redacted copy of the Plaintiff’s wage statement is attached hereto as Exhibit 1.)

1 12. Although Plaintiff should have been paid in full for his accrued minimum wages and
2 overtime, issued legally compliant wage statements, and paid no later than as required by Code §201.5,
3 Plaintiff was not paid properly.

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

9 14. At all relevant times mentioned herein, Wage Order 12 of the California Industrial
10 Welfare Commission applied to Plaintiff 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 Plaintiff and Aggrieved Employees). The
13 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
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

26 (2) Double the employee's regular rate of pay for all hours worked in excess of twelve
27 (12) hours in any workday, , and for all hours worked in excess of eight (8) hours on the
28 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.

...

5. Reporting Time Pay.

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or schedule day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay

...

7. Records.

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

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

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

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

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

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

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

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

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

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

15. At all relevant times mentioned herein, section 201.5 of the 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.

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

16. At all relevant times mentioned herein, section 203 of the 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.

Code § 203.

17. By failing to pay timely Plaintiff and Aggrieved Employees all wages when due at the

1 end of employment, Plaintiff and Aggrieved Employees are entitled to continuing wages pursuant to
2 section 203 of the Code.

3 18. At all times relevant herein, section 204 of the 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 Code §204.

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

14 20. At all times relevant herein, section 210 of the 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 Code § 210. The Ruckus policy has been to devote insufficient capital, manpower and other required
20 resources to its business, including the payroll accounting function, with the inevitable result that
21 employees are routinely paid in tardy fashion, in violation of sections 203 and 204 of the Code.

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

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

1 to be paid to an employee for any hour of overtime work.

2 Code § 510.

3 22. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Aggrieved
4 Employees, delaying such payments to beyond the required next weekly pay period.

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

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

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

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

18 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
19 than the legal minimum wage or the legal overtime compensation applicable to the
20 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.

21 Code § 1194.

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

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

26 (a) Any employer or other person acting on behalf of an employer, who violates, or
27 causes to be violated, any provision regulating minimum wages or hours and days of
work in any order of the Industrial Welfare Commission, or violates, or causes to be
28 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the

employer for such violation.

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

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

Code § 558.1. Jones is a joint employer with Ruckus, 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 558 of the Code provided:

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for 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.

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

location within the State of California. . . .

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

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

(a) As used in this section:

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

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

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

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

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

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

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

(1) The payment of wages.

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

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

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

...

Code § 2810.3.

CLASS-ACTION ALLEGATIONS

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

For the period three years and 240 days prior to the filling of this Complaint to date, all persons issued wage statements on account of services provided for Defendants in the

production of Motion Pictures¹ (such persons are referred to hereafter as Code 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 240 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 Pictures (such persons are referred to hereafter as 226 Class Members, and such period is referred to hereafter as the Class Period).

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

For the period four years and 240 days prior to the filing of this Complaint to date, all persons who were not provided proper rest breaks and/or meal breaks by Defendants in the production of Motion Pictures (such persons are referred to hereafter as Rest Break Members, and such period is referred to hereafter as the Class Period).

A. Numerosity

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

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

B. Commonality

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

- a. Whether Defendants failed to pay all wages in a timely fashion in violation of sections 201.5, 203 and/or 204 of the Code.
- b. Whether Defendants’ failure to provide accurate itemized wage statements to each and every employee violates section 226(a).
- c. Whether Defendants’ untimely and/or nonpayment of wages give rise to liquidated damages for failure to pay minimum wages under section 1194.2.

¹ See Code § 201.5 defining Motion Pictures.

1 d. Whether Defendants' failure to provide rest breaks to each and every employee violates
2 section 226.7.

3 e. Whether Defendants' failure to provide meal breaks to each and every employee violates
4 section 226.7 and 512.

5 **C. Typicality**

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

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

14 **D. Adequacy of Representation**

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

18 **E. Superiority of Class Action**

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

1 actions, benefits the parties and the Court. The interest of the Class Members in controlling the
2 prosecution of separate claims against Defendants is small when compared with the efficiency of a class
3 action.

4 **FIRST CAUSE OF ACTION**

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

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

9 39. Defendants employed Plaintiff. As hereinabove articulated, Plaintiff was not timely
10 compensated in full for his services.

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

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

20 42. Pursuant to section 203 of the Code, Plaintiff and the Class Members are entitled to
21 continuing wages from Defendants in an amount according to proof. Plaintiff and Aggrieved
22 Employees are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the
23 Code in the total sum of at least in the total sum of at least \$5,428.80.

24 **SECOND CAUSE OF ACTION**

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

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

44. Defendants failed to provide Plaintiff and the 226 Class with wage statements

1 conforming to the requirements of section 226(a) of the Code. Defendants filed to disclose the
2 beginning and end dates of the applicable pay period, thereby violating the requirements of law, making
3 it impossible for the worker to determine whether or not the paycheck issued to them had been timely
4 prepared.

5 45. The foregoing was intentional misconduct of Defendants that injured Plaintiff and
6 Aggrieved Employees insofar as they were deprived of information to which they were legally entitled,
7 including but not limited to the inclusive dates of the pay period.

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

14 **THIRD CAUSE OF ACTION**

15 (Damages for Unpaid Overtime Compensation,
16 Code §§ 510, 515 and 1198

17 On Behalf of Plaintiff and the Code Class Against All Defendants)

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

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

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

4 **FOURTH CAUSE OF ACTION**

5 (Damages for Unpaid Minimum Wages,
6 Code §§ 510, 1194, 1194.2 and 1198

7 On Behalf of Plaintiff and the Code Class Against All Defendants)

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

10 51. Plaintiff and the Code Class, worked many hours for Defendants, without proper, full
11 compensation for work performed, as required by law.

12 52. Plaintiff and the Code Class are entitled to recover liquidated damages under section
13 1194.2 of the Code in an amount according to proof. Plaintiff and Aggrieved Employees are also
14 entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

15 **FIFTH CAUSE OF ACTION**

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

17 On Behalf of Plaintiff And the 17200 Class And Against All Defendants)

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

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

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

56. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to

1 damages in an amount equal to one hour of wages per missed meal break, in an amount according to
2 proof.

3 **SIXTH CAUSE OF ACTION**

4 (Failure to Provide Duty-Free Rest Breaks, Code §§ 226.7 and 512
5 On Behalf of Plaintiff And The 17200 Class And Against All Defendants)

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

8 58. Labor Code section 226.7 requires an employer to pay an additional hour of
9 compensation for day on which the employer fails to provide a timely and uninterrupted rest breaks as
10 mandated by Wage Order 12 and Brinker Rest. Corp. v. Superior Court, 53 Cal. 4th 1004 (2012).

11 59. Upon information and belief, Aggrieved Employees and the 17200 Class have not been
12 timely compensated in full for their services. Plaintiff and the 17200 Class consistently worked more
13 than 6-hour shifts. However, they were required to keep their walkie talkies or radios on their persons,
14 turned on and audible at all times, including their rest periods and meal breaks and/or they were
15 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
16 entitled to an additional hour of wages for each day on which a faux rest break was provided. Ruckus
17 kept records of each individual member of the crew to whom a walkie-talkie was issued so that it could
18 insure the return to it of the device.

19 60. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to
20 damages in an amount equal to one hour of wages, in an amount according to proof.

21 **SEVENTH CAUSE OF ACTION**

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

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

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

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

64. Defendants have avoided payment of wages and overtime wages and other benefits required by the Code, the California Code of Regulations, and the applicable IWC Wage Order. Upon information and belief, Aggrieved Employees the 17200 Class have not been timely compensated in full for their services. Plaintiff and the 17200 Class consistently worked more than 6-hour shifts. However, they were required to keep their cell phones, walkie talkies and/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.

65. As a result of Defendants' unfair and unlawful business practices, failing to provide sufficient capital to sustain its operations and failing to devote sufficient resources to the payroll accounting function, Defendants have reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and the Aggrieved Employees and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and Aggrieved Employees.

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

EIGHTH CAUSE OF ACTION

(Failure to Provide Employment Records Upon Request Code § 226(b)
On Behalf of Plaintiff Against Defendant Ruckus)

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

1 Complaint as though fully set forth herein.

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

5 69. On March 24, 2021, Plaintiff requested that Defendant Ruckus permit inspection or
6 copying of his employment records pursuant to Labor Code section 226(b). Defendant Ruckus has
7 failed to provide Plaintiff with an opportunity to inspect or copy their employment records within 21
8 days of his request. Defendant Ruckus has not produced any records, at all.

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

12 **NINTH CAUSE OF ACTION**

13 (Failure to Provide Employment Records Upon Request Code §1198.5
14 On Behalf of Plaintiff Against Defendant Ruckus)

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

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

20 73. On March 24, 2021, Plaintiff requested that Defendant Ruckus permit inspection or
21 copying of their personnel records pursuant to Labor Code section 1198.5. Defendant Ruckus has failed
22 to provide Plaintiff with an opportunity to inspect or copy the employment records within 30 days of
23 their request.

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

27 **WHEREFORE**, Plaintiff prays judgment as follows:

- 28 1. That the Court certify the Classes.

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 Plaintiff's and Class Members' wages was in violation of
3 section 201.5 and 203 of the Code, and was "willful" as that word is used in section 203 of the Code,
4 and that the Court enter judgment against Defendants in favor of Plaintiff and 203 Class Members. That
5 judgment be entered in favor of Plaintiff in the amount of at least \$5,428.80 and the Code Class in an
6 amount according to law and proof, interest thereon, and costs and reasonable attorneys' fees in
7 accordance with the 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 Plaintiff and 226 Class Members against Defendants.
10 That judgment be entered in favor of Plaintiff in the amount of at least \$50 and the 226 Class in an
11 amount according to proof, and costs and reasonable attorneys' fees in accordance with the provisions of
12 Code section 226(e).

13 4. That, under the Third Cause of Action for Failure to Pay Overtime, this Court enter
14 judgment in favor of Plaintiff and the Code 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 Code section 1194.

17 5. That, under the Fourth Cause of Action for Failure to Pay Minimum Wages, this Court
18 enter judgment in favor of Plaintiff and the Code 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 Code sections 1194 and 1194.2.

21 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiff and
22 the 17200 Class in an amount according to proof and award them their damages, penalties, and costs of
23 suit.

24 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and
25 the 17200 Class in an amount according to proof and award them their damages, penalties, and costs of
26 suit.

27 8. That, under the Seventh Cause of Action, this Court enter judgment in favor of Plaintiff
28 and the 17200 Class in an amount according to proof and award them their damages, penalties, and costs

1 of suit. Plaintiffs, on behalf of themselves, as well as on behalf of the general public, further seeks
2 attorney's fees and costs pursuant to sections 218.5 of the Labor Code and 1021.5 of the Code of Civil
3 Procedure. In addition, Plaintiff seeks the appointment of a receiver as necessary.

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

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

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

13 DATED: August 13, 2021

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff

Exhibit 1

Employee Name TIMOTHY P O'CAIN			Social Security No. xxx-xx-xxxx		Pay Period 09/16/2020 - 09/16/2020		Check Date 10/01/2020		Check No. 602078861	
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt	Current Taxable904.80 Current Non-Tax0.00 Current Earnings904.80 Current Deductions181.16 Net Wages723.64 YTD Taxable1,696.50 YTD Non-Tax0.00 YTD Earnings1,696.50 YTD Deductions331.51 YTD Net Wages1,364.99		
Federal Income Tax		76.16	138.75							
FICA		56.10	105.19							
Medicare		13.12	24.60							
California SDI		9.05	16.97							
California State Tax		26.73	46.00							
*Your Federal Taxable Wages this period are \$904.80										

Controlling Employer	RUCKUS	Batch	1124842	Extra Withholding	\$0.00	Res State	CA
Job Type	LOW BUDGET COMM	Client Job #	2003	Pay Frequency	W	State Allow	1
Job Name	HAPPY DANCE #2003	Federal Filing Status					
Work Date	Union #	Location	Description	Rate	Hours/Units	Amount	
09/16/2020 - 09/16/2020	NON	CA-LAC	FIRE SAFETY ADVISORS-STRAIGHT-TIME	56.550000	8.00	452.40	
09/16/2020 - 09/16/2020	NON	CA-LAC	FIRE SAFETY ADVISORS-TIME-AND-ONE-HALF	84.825000	4.00	339.30	
09/16/2020 - 09/16/2020	NON	CA-LAC	FIRE SAFETY ADVISORS-DOUBLE-TIME	113.100000	1.00	113.10	

Controlling Employer : RUCKUS, 4874 AMBROSE AVE, LOS ANGELES, CA, 90027

Net Check: 723.64

Total Worked Hours13.00Total Hours13.00Total Gross904.80

NEW CAPS, LLC

2300 EMPIRE AVE, 5TH FL

BURBANK, CA 91504

Bank of America

Chicago, IL

70-2328/719

602078861

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

TIMOTHY P O'CAIN

VOID