

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 Lin Zhan (SBN 317087)
4 HARRIS & RUBLE
5 655 North Central Avenue 17th Floor
6 Glendale California 91203
7 Tel: 323.962.3777
8 Fax: 323.962.3004
9 harrisa@harrisandruble.com
10 dgarrett@harrisandruble.com
11 lzhan@harrisandruble.com
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALBERT IBARRA and LOUIS PORRAS,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

LA LIVE THEATRE, LLC., a Delaware
Limited Liability Company; DOE 1 through and
including DOE 10,

Defendants.

Case No:

COMPLAINT

[Potential PAGA Representative Action; Class
Action]

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

JURY TRIAL DEMANDED

Plaintiffs Louis Porras (“Porras”) and Albert Ibarra (“Ibarra”) (collectively, “Plaintiffs”) by and through their undersigned attorneys, alleges as follows:

JURISDICTION AND VENUE

1. This will be a class action and representative action brought under the California Labor Code Private Attorneys General Act (“PAGA”), seeking relief under state law on account of unpaid wages, unpaid overtime, damages, continuing wages, liquidated damages, penalties, restitution and attorneys’ fees and costs.

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

INTRODUCTION

3. Plaintiff Louis Porras (“Porras”) is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California, working in the motion picture industry as a crew member during the physical production of motion pictures.

4. Plaintiff Albert Ibarra (“Ibarra”) is an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California, working in the motion picture industry as a crew member during the physical production of motion pictures.

5. Defendant LA LIVE THEATRE, LLC. (“LA Live Theatre”) is a Delaware Limited Liability Company, which at all times relevant herein, conducted business within the County of Los Angeles of the State of California.

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

1 manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

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

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

19 **GENERAL ALLEGATIONS**

20 9. Defendants LA Live Theater employed Plaintiffs Porras and Ibarra and certain Aggrieved
21 Employees as crew members for the filming of “The American Music Awards” (the “Production”) at
22 Microsoft Theater on or about November 6-18, 2020, as a crew members.

23 10. Although Plaintiff Ibarra should have been paid in full for the accrued minimum wages
24 and overtime, provided proper, uninterrupted meal periods and rest breaks, and issued final wages no
25 later than as required by Code § 201.5, he was not paid properly.

26 11. Although Plaintiff Porras should have been paid in full for the accrued minimum wages
27 and overtime, provided proper, uninterrupted meal periods and rest breaks, and issued final wages with a
28 legally compliant wage statement no later than as required by Code § 201.5, he was not paid properly.

1 12. Defendants failed to fully compensate Plaintiffs and failed to provide compliant wage
2 statements to Plaintiff Porras as well as other nonexempt workers who performed services on the
3 Production or other such projects produced in California for Defendants (“Aggrieved Employees”) for
4 work performed. Plaintiffs and the Aggrieved Employees worked on the Production and/or on other
5 California motion picture projects, toiling in excess of eight hours in a single day and over forty hours in
6 a work week, yet not being paid timely or with appropriate wage statements, all due to Defendant’s
7 undercapitalization and insufficient funding of the payroll accounting function. According to the wage
8 statements issued to Plaintiffs, their “Pay Frequency” was “W[EEKLY]”. Nevertheless, neither Plaintiff
9 Porras, Ibarra, nor other Aggrieved Employees who experienced improper deductions from their wages
10 on account of faux meal periods have been paid their final wages, in full.

11 13. Defendants failed to properly compensate Plaintiffs and other Aggrieved Employees who
12 performed services on the Production and/or other such projects produced in California for Defendant
13 LA Live Theatre for work performed. Plaintiffs and the Aggrieved Employees worked on the
14 Production as well as on other California motion picture projects, yet not being paid in full, timely or
15 with appropriate wage statements, all due to Defendant’s undercapitalization and insufficient funding of
16 the payroll accounting function.

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

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

23 (A) Daily Overtime - General Provisions

24 (1) The following overtime provisions are applicable to employees 18 years of age or
25 over and to employees 16 or 17 years of age who are not required by law to attend school
26 and are not otherwise prohibited by law from engaging in the subject work. Such
27 employees shall not be employed more than eight (8) hours in any workday or more than
28 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 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.

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

2 15. At all relevant times mentioned herein, section 201.5 of the California Labor Code
3 provided in part:

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

5 (1) “An employee engaged in the production or broadcasting of motion pictures” means
6 an employee to whom both of the following apply:

7 (A) The employee’s job duties relate to or support the production or broadcasting of
8 motion pictures or the facilities or equipment used in the production or broadcasting of
9 motion pictures.

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

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

15 (3) “Next regular payday” means the day designated by the employer, pursuant to Section
16 204, for payment of wages earned during the payroll period in which the termination
17 occurs.

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

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

28 (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
by this section if those provisions do not exceed the time limitation established in Section
204.

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

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

1 provided:

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

7 Cal. Lab. Code § 203.

8 17. By failing to pay Plaintiffs and Aggrieved Employees all wages when due at the end of
9 employment, Plaintiffs and Aggrieved Employees are entitled to continuing wages pursuant to section
10 203 of the California Labor Code.

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

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

19 Cal. Lab. Code § 204.

20 19. In no event should Plaintiffs or the Aggrieved Employees have been paid later than the
21 time periods established by sections 201.5 or 204 of the California Labor Code, but certain payments to
22 Plaintiff Ibarra and the Aggrieved Employees were made after they were due, or not at all, leading to
23 penalties and civil penalties under sections 203 and 204 of the California Labor Code.

24 20. At all times relevant herein, section 210 of the California Labor 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
amount unlawfully withheld.

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

1 of the California Labor Code.

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

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

14 Cal. Lab. Code § 510.

15 22. Defendants failed to pay proper minimum wage or overtime to Plaintiffs and Aggrieved
16 Employees.

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

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

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

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

1 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
2 than the legal minimum wage or the legal overtime compensation applicable to the
3 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.

4 Cal. Lab. Code § 1194.

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

8 26. At all relevant times mentioned herein, section 558.1 of the California Labor Code
9 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 work
12 in any order of the Industrial Welfare Commission, or violates, or causes to be
violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
employer for such violation.

13 (b) For purposes of this section, the term "other person acting on behalf of an employer"
14 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.

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

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

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

20 Any employer or other person acting on behalf of an employer who violates, or causes to
21 be violated, a section of this chapter or any provision regulating hours and days of work
22 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
23 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
24 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)
25 Wages recovered pursuant to this section shall be paid to the affected employee.

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

1 herein.

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

4 (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to
5 his or her employee, either as a detachable part of the check, draft, or voucher paying the
6 employee's wages, or separately if wages are paid by personal check or cash, an accurate
7 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
8 the employee, except as provided in subdivision (j), (3) the number of piece-rate units
9 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
10 deductions, provided that all deductions made on written orders of the employee may be
11 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
12 period for which the employee is paid, (7) the name of the employee and only the last
13 four digits of his or her social security number or an employee identification number
14 other than a social security number, (8) the name and address of the legal entity that is the
15 employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of
16 Section 1682, the name and address of the legal entity that secured the services of the
17 employer, and (9) all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee and,
19 beginning July 1, 2013, if the employer is a temporary services employer as defined in
20 Section 201.3, the rate of pay and the total hours worked for each temporary services
21 assignment. The deductions made from payment of wages shall be recorded in ink or
22 other indelible form, properly dated, showing the month, day, and year, and a copy of the
23 statement and the record of the deductions shall be kept on file by the employer for at
24 least three years at the place of employment or at a central location within the State of
25 California. . . .

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

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

(a) As used in this section:

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

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

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

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

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

(6) "Usual course of business" means the regular and customary work of a business, performed within or upon the premises or worksite of the client employer.
(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:
(1) The payment of wages.
(2) Failure to secure valid workers' compensation coverage as required by Section 3700.
(c) A client employer shall not shift to the labor contractor any legal duties or liabilities under Division 5 (commencing with Section 6300) with respect to workers supplied by the labor contractor.
(d) At least 30 days prior to filing a civil action against a client employer for violations covered by this section, a worker or 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.
...

Cal. Lab. Code § 2810.3.

CLASS-ACTION ALLEGATIONS

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

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

Plaintiff Porras seeks to represent a "226 Class" composed of and defined as follows:

For the period one year and 180 days prior to the filing of this Complaint to date, all persons paid wages on account of services provided for Defendants in the production of Motion Pictures² (such persons are referred to hereafter as 226 Class Members, and such period is referred to hereafter as the Class Period).

Plaintiffs seek to represent a "Meal Break Class" composed of and defined as follows:

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

Further, Plaintiffs seek to represent a "Rest Break Class" composed of and defined as follows:

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

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

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

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

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

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

7 **A. Numerosity**

8 31. The potential members of each Class as defined are so numerous that joinder of all the
9 members of either Class is impracticable. The number of Class Members is great, but not so great as to
10 make the class unmanageable. For example, with respect to the Trulia commercial, Defendants
11 employed a crew of some 80 persons. It, therefore, is impractical to join each Class Member as a named
12 plaintiff. Accordingly, utilization of a class action is the most economically feasible means of
13 determining the merits of this litigation.

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

17 **B. Commonality**

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

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

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

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

1 d. Whether Defendants' failure to provide meal breaks to each and every employee violates
2 section 226.7 and 512.

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

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 Plaintiffs are typical of the claims of each Class, which claims
9 all arise from the same general operative facts, namely, Defendants did not compensate its employees as
10 required by the Code and applicable Wage Order. Plaintiffs 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. Plaintiffs have no conflict of interest with the
13 other Class Members and are able to represent the Class Members' interests fairly and adequately.

14 **D. Adequacy of Representation**

15 36. Plaintiffs will fairly and adequately represent and protect the interests of the members of
16 each Class. Counsel who represents Plaintiffs are competent and experienced in litigation large
17 employment class actions. Neither Plaintiffs nor their 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. Plaintiffs are unaware of any difficulties that are
27 likely to be construed in the management of this action that would preclude its maintenance as a class
28 action. The disposition of all claims of the members of the Class in a class action, rather than in

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

4 **FIRST CAUSE OF ACTION**

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

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

8 39. Defendants employed Plaintiffs. As of the date of filing of this Complaint, Plaintiffs
9 have not been timely compensated in full for their services.

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

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

19 42. Pursuant to section 203 of the California Labor Code, Plaintiffs and the Class Members
20 are entitled to continuing wages from Defendants in an amount according to proof. Plaintiffs and
21 Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section
22 218.5 of the California Labor Code in a total sum according to proof.

23 **SECOND CAUSE OF ACTION**

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

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

27 44. Defendants failed to provide Plaintiff Porras and the 226 Class with wage statements
28 conforming to the requirements of section 226(a) of the Code. Defendants failed to disclose the beginning

1 and end dates of the applicable pay period, thereby violating the requirements of law, making it
2 impossible for the worker to determine whether or not the paycheck issued to them had been timely
3 prepared.

4 45. The foregoing was intentional misconduct of Defendants that injured Plaintiff Porras and
5 Aggrieved Employees insofar as they were deprived of information to which they were legally entitled,
6 including but not limited to, hours worked, the inclusive dates of the pay period, the name and address
7 of the legal entity that is the employer, and all applicable rates of pay.

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

14 **THIRD CAUSE OF ACTION**

15 (Damages for Unpaid Overtime Compensation,
16 California Labor Code §§ 510, 515 and 1198
On Behalf of Plaintiffs and the 203 Class Against All Defendants)

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

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

1 49. Plaintiffs and the 203 Class are entitled to recover an amount according to proof.
2 Plaintiffs and the 203 Class are also entitled to recover costs and reasonable attorneys' fees under
3 section 1194 of the California Labor Code.

4 **FOURTH CAUSE OF ACTION**

5 (Damages for Unpaid Minimum Wages,
6 California Labor Code §§ 510, 1194, 1194.2 and 1198
7 On Behalf of Plaintiffs and the 203 Class Against All Defendants)

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

10 51. Plaintiffs and the 203 Class, worked many hours for Defendants, without compensation
11 for work performed, as required by law.

12 52. Plaintiffs and the 203 Class are entitled to recover liquidated damages under section
13 1194.2 of the California Labor Code in an amount according to proof. Plaintiffs and Aggrieved
14 Employees are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the
15 California Labor Code.

16 **FIFTH CAUSE OF ACTION**

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

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

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

24 55. Upon information and belief, Aggrieved Employees the Meal Break Class have not been
25 timely compensated in full for their services. Plaintiffs and the Meal Break Class consistently worked
26 more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie-talkies, cell
27 phones or radios on their persons, turned on and audible at all times, including their rest periods and
28 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. LA Live Theatre kept records of each individual member of the crew to whom a walkie-talkie

1 was issued so that it could insure the return to it of the device.

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

5 **SIXTH CAUSE OF ACTION**

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

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

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

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

20 60. Pursuant to Labor Code section 226.7, Plaintiffs and the Rest Break Class are entitled to
21 damages in an amount equal to one hour of wages per missed rest break, in an amount according to
22 proof.

23 **SEVENTH CAUSE OF ACTION**

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

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

28 62. Business and Professions Code section 17200 et seq. prohibits acts of unfair competition,
including any “unlawful, unfair, or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200

1 et seq. Plaintiffs allege that Defendants have engaged in unfair business practices in California by the
2 above-described failure to pay all accrued overtime.

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

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

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

18 66. The actions of Defendants entitle Plaintiffs to seek the remedies available under section
19 17200 et seq. Plaintiffs seek full restitution of said amounts from Defendants, as necessary and
20 according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted
21 by Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of
22 themselves, as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to
23 sections 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek
24 the appointment of a receiver as necessary.

25 **EIGHTH CAUSE OF ACTION**

26 (Failure to Provide Employment Records Upon Request Cal. Lab. Code § 226(b)
27 On Behalf of Plaintiffs Against Defendants)

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

9 70. Pursuant to Labor Code Section 226(b) and (f), Plaintiffs are entitled, and hereby seek to
10 recover from Defendants a seven-hundred-fifty dollar (\$750) penalty for each 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 Cal. Lab. Code §1198.5
14 On Behalf of Plaintiffs Against Defendants)

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

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

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

27 1. That the Court certify the Class.

28 2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the

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

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

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

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

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

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

26 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
27 enter judgment in favor of Plaintiffs and the 17200 Class against Defendants in an amount according to
28 proof. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore

1 any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of
2 the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the
3 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and
4 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a receiver as
5 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 Labor 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 Labor Code Section 1198.5(k).

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

15 DATED: September 23, 2021

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiffs