

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 Min Ji Gal (SBN 311963)
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 mgal@harrisandruble.com
11 dgarrett@harrisandruble.com

12 Attorneys for Plaintiffs

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JEROME DIVINITY and GREGORY
WILSON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

WB STUDIO ENTERPRISES INC., a
Delaware Corporation, et al.; JERRY
BRUCKHEIMER TELEVISION, INC., a
California Corporation,

Defendants.

Case No: 20STCV37526
Assigned to Hon. Elihu M. Berle, Dept. 6

**CONSOLIDATED SECOND AMENDED
COMPLAINT**

1. Cal. Lab. Code § 203 Continuing Wages
2. Cal. Lab. Code § 226(a), Wage Statements
3. Cal. Lab. Code §§ 226.7, 512 Meal Breaks
4. Cal. Lab. Code § 226.7 Rest Breaks
5. Cal. Lab. Code § 510, 515, and 1194
Overtime
6. Cal. Lab. Code §§ 1194 and 1198
Minimum Wages
7. Cal. Lab. Code § 2802, Business Expenses
8. Cal. Lab. Code § 226(b), Payroll Records
9. Cal. Lab. Code § 1198.5, Personnel Records
10. Cal. Bus & Prof. Code §§ 17200 *et seq.* –
Restitution
11. Cal. Lab. Code §§ 2698 *et seq.*, PAGA
12. Cal. Lab. Code §§ 204, 210, Timely Wages
13. Fair Labor Standards Act, 29 U.S.C. §.201
et seq.

JURY TRIAL DEMANDED

Plaintiffs Jerome Divinity (“Divinity”) and Gregory Wilson (collectively, “Plaintiffs”), by and through their undersigned attorneys, allege as follows:

JURISDICTION AND VENUE

1. This is a civil action brought under the California Labor Code Private Attorneys General Act (“PAGA”), seeking unpaid wages, damages, liquidated damages, civil penalties, statutory penalties and attorneys’ fees and costs. Plaintiffs have provided statutory notice to the California Labor and Workforce Development Agency (“LWDA”) of the claims set forth in this Complaint and to Defendants.

2. Venue as to Defendants is proper in this judicial district, pursuant to 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. The violations of the PAGA alleged herein had a direct effect on and were committed within the State of California, impacting Plaintiffs and the Aggrieved Employees.

3. 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.”

THE PARTIES

4. Plaintiff Jerome Divinity 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.

5. Plaintiff Gregory Wilson 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.

6. Defendant WB Studio Enterprises, Inc. (“WBS”) is a California Corporation, which at

all times relevant herein, conducted business within the County of Los Angeles, State of California. Defendant WBS is the production company for the motion picture “Lucifer”, as well as other filmed entertainment projects. WBS is a subsidiary of Warner Bros. Discovery, Inc.

7. Defendant Jerry Bruckheimer Television, Inc. (“JBT”) is a California Corporation, which at all times relevant herein, conducted business within the County of Los Angeles, State of California.

8. Plaintiffs are informed, believe and thereupon allege that each of the fictitiously named Defendants is an entity, which during the relevant time period maintained a place of business in the County of Los Angeles of the State of California. Defendants WBS and JBT are hereinafter collectively referred to as Defendants.

9. Plaintiffs are informed and believe and thereon allege that each Defendant was 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

GENERAL ALLEGATIONS

10. Defendants WBS and JBT employed Plaintiff Divinity in the production of Motion Pictures. Plaintiff was issued a tardy check for his work. Defendant failed to properly compensate Plaintiff and other persons who performed services for Defendant.

11. Defendant WBS employed Plaintiff Wilson as a crew member in the production of Motion Pictures. Plaintiff was issued a tardy check for his work. Defendant failed to properly compensate Plaintiff and other persons who performed services for Defendant.

12. Plaintiffs were laid off without a return date for any further work on the respective Motion Pictures to which they were assigned to perform work. Although Plaintiffs should have been paid in full for their accrued overtime wages and meal and rest break wages no later than in the Sunday to Saturday pay period following their work, they were not paid the full amount of wages owing to them. The final payments did not fully compensate Plaintiffs for all outstanding wages. See, Naranjo v.

1 Spectrum Sec. Servs., Inc., 13 Cal. 5th 93, 106-07, 111 (2022).

2 13. Plaintiffs and Class Members, were also required to keep their walkie talkie radios on at
3 all times, and to monitor and respond to them, including during meal and rest breaks. Some breaks were
4 simply not provided at all. This policy denied Plaintiffs and others the ability to take legally compliant
5 meal and rest breaks as required by California law. See Augustus v. ABM Sec. Servs. Inc., 2 Cal. 5th
6 (2016),

7 14. Plaintiffs and Class Members have as of the date of filing of this Complaint not been
8 fully compensated for work performed for the Defendants. For example, they were required to review
9 and execute documents concerning various of Defendant's policies off the clock, without pay.

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

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

16 (A) Daily Overtime - General Provisions

17 (1) The following overtime provisions are applicable to employees 18 years of age or
18 over and to employees 16 or 17 years of age who are not required by law to attend
19 school and are not otherwise prohibited by law from engaging in the subject work. Such
20 employees shall not be employed more than eight (8) hours in any workday or more than
21 40 hours in any workweek unless the employee receives one and one-half (1.5) times
22 such employee's regular rate of pay for all hours worked over 40 hours in the workweek.
23 Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in
24 any workday or more than six (6) days in any workweek is permissible provided the
25 employee is compensated for such overtime as follows:

26 (a) Employees may be employed up to a maximum of sixteen (16) hours including meal
27 periods in any one day from the time they are required and do report until dismissed,
28 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.

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

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

10 ...

11 **7. Records.**

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

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

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

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

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

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

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

26 (B) Every employer shall semimonthly or at the time of each payment of wages furnish
27 each employee, either as a detachable part of the check, draft, or voucher paying the
28 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.

...

11. **Meal Periods.**

(A) No employer shall employ any person for a work period of more than six (6) hours
without a meal period of not less than thirty (30) minutes, nor more than one (1) hour.
Subsequent meal period for all employees shall be called not later than six (6) hours after
the termination of the preceding meal period.

(B) Unless the employee is relieved of all duty during a thirty (30) minute meal period,
the meal period shall be considered an "on duty" meal period and counted as time
worked. An "on duty" meal period shall be permitted only when the nature of the work
prevents an employee from being relieved of all duty and when by written agreement

1 between the parties an on-the-job paid meal period is agreed to. The written agreement
2 shall state that the employee may, in writing, revoke the agreement at any time.

3 (C) If an employer fails to provide an employee a meal period in accordance with the
4 applicable provisions of this Order, the employer shall pay the employee one (1) hour of
5 pay at the employee's regular rate of compensation for each work day that the meal
6 period is not provided.

7 (D) In all places of employment where employees are required to eat on the premises, a
8 suitable place for that purpose shall be designated.

9 **12. Rest Periods.**

10 (A) Every employer shall authorize and permit all employees to take rest periods, which
11 insofar as practicable shall be in the middle of each work period. The authorized rest
12 period time shall be based on the total hours worked daily at the rate of ten (10) minutes
13 net rest time per four (4) hours or major fraction thereof. However, a rest period need not
14 be authorized for employees whose total daily work time is less than three and one-half
15 (3.5) hours. Authorized rest period time shall be counted as hours worked for which there
16 shall be no deduction from wages.

17 (B) If an employer fails to provide an employee a rest period in accordance with the
18 applicable provisions of this Order, the employer shall pay the employee one (1) hour of
19 pay at the employee's regular rate of compensation for each work day that the rest period
20 is not provided.

21 Cal. Code of Regs., tit. 8, § 11120 ("Wage Order 12").

22 16. At all times relevant herein, section 201.5 of the California Labor Code (the "Code")
23 provided in part:

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

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

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

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

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

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

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

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

3 (c) The payment of wages to employees covered by this section may be mailed to the
4 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
5 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.

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

8 (e) Nothing in this section prohibits the parties to a valid collective bargaining agreement
9 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.

10 Code § 201.5.

11 17. Defendants employed individuals such as Plaintiffs and Class Members to work on the
12 production on motion pictures, yet Defendants failed to timely or fully pay them, all in violation, inter
13 alia, of Code sections 201.5 and 204.

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

15 If an employer willfully fails to pay, without abatement or reduction, in accordance with
16 Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an
17 employee who is discharged or who quits, the wages of the employee shall continue as a
18 penalty from the due date thereof at the same rate until paid or until an action therefor is
19 commenced; but the wages shall not continue for more than 30 days. An employee who
20 secretes or absents themselves to avoid payment to them, or who refuses to receive the
payment when fully tendered to them, including any penalty then accrued under this
section, is not entitled to any benefit under this section for the time during which the
employee so avoids payment.

21 Code § 203. By failing to pay Plaintiffs and Class Members all wages when due at termination,
22 Plaintiffs and Class Members are entitled to continuing wages pursuant to section 203 of the California
23 Labor Code.

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

25 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
26 by any person in any employment are due and payable twice during each calendar month,
27 on days designated in advance by the employer as the regular paydays. Labor performed
between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
28 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

1 paid for between the 1st and 10th day of the following month.
2 Cal. Lab. Code § 204.

3 20. In no event should Plaintiffs or Class Members have been paid later than the time periods
4 established by sections 201.5 or 204 of the California Labor Code, but certain payments to Plaintiffs
5 were made days, weeks and months after they were due, some have yet to be made, all leading to
6 penalties and civil penalties under sections 203 and 204 of the California Labor Code.

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

8 In addition to, and entirely independent and apart from, any other penalty provided in this
9 article, every person who fails to pay the wages of each employee as provided in Sections
10 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
11 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.

12 Cal. Lab. Code § 210. Further, the Defendants' policy has been to devote insufficient resources to the
13 payroll accounting function, with the inevitable result that employees are routinely paid in tardy fashion,
14 in violation of sections 203 and 204 of the Code, and otherwise in violation of the Code.

15 22. Labor Code sections 226.7, 512 and Section 12 of the Wage Order require an employer to
16 pay an additional hour of compensation for each meal period the employer fails to provide. Section 12
17 requires that "No employer shall employ any person for a work period of more than six (6) hours
18 without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal
19 period for all employees shall be called not later than six (6) hours after the termination of the preceding
20 meal period." Defendants failed to maintain a policy informing all Class Members of these rights.

21 23. Here, Defendants failed to apprise all Class Members of their rights associated with meal
22 periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1)
23 requiring all Class Members to take late meal breaks that occurred after the first 6 hours of each shift;
24 (2) requiring Class Members to work shifts over 12 hours without providing a second meal period of 30
25 minutes in length; and (3) failing to pay such employees 1 hour of pay at the employees regular rate of
26 compensation for each workday in which a proper meal break was not provided. At all relevant times
27 mentioned herein, section 226.7 of the California Labor Code provided:
28

- 1 (a) As used in this section, "recovery period" means a cooldown period afforded an
employee to prevent heat illness.
- 2 (b) An employer shall not require an employee to work during a meal or rest or recovery
3 period mandated pursuant to an applicable statute, or applicable regulation, standard, or
order of the Industrial Welfare Commission, the Occupational Safety and Health
4 Standards Board, or the Division of Occupational Safety and Health.
- 5 (c) If an employer fails to provide an employee a meal or rest or recovery period in
6 accordance with a state law, including, but not limited to, an applicable statute or
7 applicable regulation, standard, or order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the Division of Occupational Safety
8 and Health, the employer shall pay the employee one additional hour of pay at the
employee's regular rate of compensation for each workday that the meal or rest or
recovery period is not provided.

9 Cal. Lab. Code § 226.7.

10 24. At all relevant times mentioned herein, section 226 of the Code provided:

11 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
each of his or her employees, either as a detachable part of the check, draft, or voucher
12 paying the employee's wages, or separately when wages are paid by personal check or
cash, an itemized statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee, except for any employee whose compensation is solely based
on a salary and who is exempt from payment of overtime under subdivision (a) of Section
14 515 or any applicable order of the Industrial Welfare Commission, (3) the number of
piece rate units earned and any applicable piece rate if the employee is paid on a piece-
15 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
16 inclusive dates of the period for which the employee is paid, (7) the name of the
employee and his or her social security number, except that by January 1, 2008, only the
17 last four digits of his or her social security number or an employee identification number
other than a social security number may be shown on the itemized statement, (8) the
18 name and address of the legal entity that is the employer, and (9) all applicable hourly
rates in effect during the pay period and the corresponding number of hours worked at
19 each hourly rate by the employee. The deductions made from payments of wages shall
be recorded in ink or other indelible form, properly dated, showing the month, day, and
20 year, and a copy of the statement or a 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
21 the State of California.

22

23 (e) An employee suffering injury as a result of a knowing and intentional failure by an
24 employer to comply with subdivision (a) is entitled to recover the greater of all actual
damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
25 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
26 award of costs and reasonable attorney's fees.

27

28 (g) An employee may also bring an action for injunctive relief to ensure compliance with
this section, and is entitled to an award of costs and reasonable attorney's fees.

1 Code § 226. Defendants employed Plaintiffs and Class Members, but, in all cases, Defendants failed to
2 provide them with the data required by section 226(a) of the Code. For example, the wage statements
3 issued to them did not provide the legal name of the employer or all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each hourly rate by the
5 employee. The wages statements issued did not provide the legal name of the employer, instead listing
6 the “Controlling Employer” as, e.g., “Warner Bros. Television (#661),” “Warner Bros. Pictures (#564),”
7 or “Warner Bros. Television.” All of the foregoing was intentional misconduct of Defendants that
8 injured Plaintiffs and Class Members insofar as they were subjected to confusion and deprived of
9 information to which they were legally entitled.

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

12 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday
13 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
14 seventh day of work in any one workweek shall be compensated at the rate of at least one and
15 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one
16 day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.
17 In addition, any work in excess of eight hours on any seventh day of a workweek shall be
18 compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in
19 this section requires an employer to combine more than one rate of overtime compensation in
20 order to calculate the amount to be paid to an employee for any hour of overtime work.

21 Cal. Lab. Code § 510.

22 26. Class Members were not timely paid proper overtime wages to which they were entitled
23 in violation of Code §§ 510, 515 and 1194. Both late payment and nonpayment of overtime wages for
24 all hours worked violates the overtime wage statute. Defendants are subject to the civil penalties for
25 which provision is made in Code § 558 by failing to pay each Class Member their overtime wages.

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

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

Code § 1194.

1 28. At all relevant times mentioned herein, section 2802 of the California Labor Code
2 provided in part:

3 (a) An employer shall indemnify his or her employee for all necessary
4 expenditures or losses incurred by the employee in direct consequence of the discharge of
his or duties

5 (b) All awards made by a court . . . for reimbursement of necessary expenditures
6 under this section shall carry interest at the same rate as judgments in civil actions.
Interest shall accrue from the date on which the employee incurred the necessary
7 expenditure or loss.

8 (c) For purposes of this section, the term “necessary expenditures or losses” shall
include all reasonable costs, including, but not limited to, attorney’s fees incurred by the
employee enforcing rights granted by this section.

9 Cal. Lab. Code § 2802. Defendants failed to reimburse Plaintiffs and Class Members for
10 necessary business expenses incurred in the performance of their duties, such as for the use of a
11 personal cell phone and for motion picture production equipment and supplies.

12 29. At all relevant times mentioned herein, section 558 of the California Labor Code
13 provided:

14 Any employer or other person acting on behalf of an employer who violates, or causes to be
15 violated, a section of this chapter or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
17 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
18 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
19 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.

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

23 **CLASS-ACTION ALLEGATIONS**

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

27 All below-the-line non-union production employees Defendant payrolled through Cast & Crew
28 or Entertainment Partners from April 5, 2016 through the date of Preliminary Approval and all

below-the-line union production employees Defendant payrolled through Cast & Crew or Entertainment Partners who received a final check dated after the anticipated payday from April 5, 2017 through the date of Preliminary Approval (such persons are referred to as “Class Members,” and such period is referred to hereafter as the “Class Period”).

38. This action has been brought and may be properly maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

39. Defendants, as to Plaintiffs and Class Members, failed to pay all accrued minimum wages and overtime for all hours worked pursuant to sections 510, 515 and 1194 of the Code. Accordingly, each Plaintiff and Class Member is entitled to payment of his or her unpaid overtime and interest as well as reimbursement of their attorneys’ fees and reasonable costs.

40. Defendants, as to Plaintiffs and Class Members, also failed to accurately provide the data required by section 226(a) of the Code and, accordingly, Defendants’ failure to provide such data entitles Plaintiffs and each Class Member to either actual damages or statutory liquidated damages, whichever is greater.

41. Defendants, as to Plaintiffs and Class Members, failed to timely compensate the workers as required by sections 201.5, 203 and 204 of the Code and, accordingly, Defendants’ failure to make timely payment entitles Plaintiffs and each Class Member to statutory damages.

42. Defendants, as to Plaintiffs and Class Members, failed to provide meal and rest breaks as required by sections 226.7, 512 of the Code and Wage Order 12, and, accordingly, Defendants’ failure to provide meal and rest breaks entitles Plaintiffs and Class Members to either actual damages or statutory damages, whichever is greater.

A. Numerosity

43. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendants employed during the relevant time periods at least ninety workers in the State of California. 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

1 Member as a named plaintiff. Accordingly, utilization of a class action is the most economically
2 feasible means of determining the merits of this litigation.

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

6 **B. Commonality**

7 45. There are questions of law and fact common to the Class that predominate over any
8 questions affecting only individual Class Members. These common questions of law and fact include,
9 without limitation:

- 10 a. Whether Defendants failed to pay all wages in a timely fashion upon the discharge of
11 Class Members, all in violation of sections 201.5 and 203 of the Code.
- 12 b. Whether Defendants' failure to provide accurate itemized wage statements to Class
13 Members violates section 226.
- 14 c. Whether Defendants failed to provide meal breaks to Class Members.
- 15 d. Whether Defendants failed to provide rest breaks to Class Members.
- 16 e. Whether Defendants failed to pay proper minimum wages to Class Members under Code
17 sections 1194 and 1194.2.
- 18 f. Whether Defendants failed to pay proper overtime wages to Class Members under Code
19 sections 510, 515 and 1194.
- 20 g. Whether Defendants failed to reimburse necessary business expenses to Class Members
21 under Code sections 2802.
- 22 h. Whether Class Members are entitled to restitution due to Defendants' unfair or unlawful
23 business practices under Cal. Bus & Prof. Code sections 17200 *et seq.*

24 **C. Typicality**

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

27 47. The claims of the named Plaintiffs are typical of the claims of the Class, which claims all
28 arise from the same general operative facts, namely, Defendants did not compensate its employees as

1 required by the Code and applicable Wage Order. Plaintiffs and all members of the Class sustained
2 injuries and damages arising out of and caused by the Defendants' common course of conduct in
3 violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.
4 Plaintiffs have no conflict of interest with the other Class Members and are able to represent the Class
5 Members' interests fairly and adequately.

6 **D. Adequacy of Representation**

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

10 **E. Superiority of Class Action**

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

24 **FIRST CAUSE OF ACTION**

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

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

51. Plaintiffs were not paid all wages accrued upon separation from employment.

1 52. Defendants' failure to compensate Plaintiffs and Class Members within the time for
2 which provision is made by section 201.5 of the California Labor Code, despite their knowledge of their
3 obligation to do so, was and is "willful" as the word is used in section 203, demand for such wages
4 having been made since the Production concluded in 2019.

5 53. Pursuant to section 203 of the California Labor code, Plaintiffs and Class Members are
6 entitled to continuing wages from Defendants in an amount according to proof, and Plaintiffs are entitled
7 to penalties of at least \$20,000, each. Plaintiffs and Class Members are also entitled to recover costs and
8 reasonable attorneys' fees under section 218.5 of the California Labor Code.

9
10 **SECOND CAUSE OF ACTION**

11 (Failure to Provide Compliant Pay Stubs, Cal. Lab. Code § 226(a)
12 On Behalf of Plaintiffs and the Class Against Defendants)

13 54. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this
14 Complaint as though fully set forth herein.

15 55. Defendants failed to provide Plaintiffs and Class Members with wage statements
16 conforming to the requirements of section 226(a) of the Code.

17 56. The foregoing was intentional misconduct of Defendants that injured Plaintiffs and Class
18 Members insofar as they were deprived of information to which they were legally entitled, including but
19 not limited to the name and address of the legal entity that is the employer, inclusive dates of the weekly
20 period for which the employee is paid, and all applicable rates of pay.

21 57. The failure of Defendants to provide compliant wage statements violates section 226(a)
22 of the Code. The failure caused them injury by depriving them of information to which they are legally
23 entitled. Accordingly, Plaintiffs and Class Members are entitled to damages in an amount according to
24 proof and costs and reasonable attorney's fees in accordance with the provisions of Code section 226(e),
25 all in a sum according to proof. Plaintiffs are entitled to an amount according to proof of at least \$4000,
26 each, not including interest thereon, reasonable attorneys' fees and cost of suit

27 **THIRD CAUSE OF ACTION**

28 (Failure to Provide Meal Breaks, Cal. Lab. Code §§ 226.7 and 512 and Wage Order
 On Behalf of Plaintiffs and the Class Against Defendants)

1 58. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this
2 Complaint as though fully set forth herein.

3 59. At all times herein relevant, sections 226.7 and 512 of the California Labor Code and
4 IWC Wage Order 12 provided that that employees must receive meal periods of not less than thirty
5 minutes if an employee works for a period of more than six hours and a second thirty minute meal
6 period after no less than six hours after the termination of the preceding meal period. By its failure to
7 provide minimum statutory meal periods to Plaintiffs and Class Members, Defendants willfully violated the
8 provisions of Labor Code sections 226.7 and 512, and IWC Wage Order 12.

9 60. Defendants failed to apprise Plaintiffs and Class Members of their rights associated with
10 meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1)
11 requiring all workers to take late meal breaks that occurred after the first 6 hours of each shift; (2)
12 required Aggrieved Employees to work shifts over 12 hours without providing a second meal period of
13 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the employees regular rate of
14 compensation for each workday in which a proper meal break was not provided. Plaintiffs and Class
15 Members were not permitted to leave the set of the Production for meal periods.

16 61. Because Defendants failed to properly provide the proper meal periods, it is liable
17 to Plaintiffs for one hour of additional pay at the regular rate of compensation for each workday that the
18 proper meal periods were not provided.

19 62. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
20 deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are
21 entitled to recovery of such amounts, plus interest thereon, and costs.

22
23 **FOURTH CAUSE OF ACTION**

24 (Failure to Provide Rest Breaks, Cal. Lab. Code § 226.7 and IWC Wage Order)
25 On Behalf of Plaintiffs and the Class Against Defendants)

26 63. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this
27 Complaint as though fully set forth herein.
28

64. At all times herein relevant, sections 226.7 of the California Labor Code and IWC Wage Order 12 provided that employees must receive rest periods of at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

65. By its failure to provide required breaks to Plaintiffs and Class Members, Defendants willfully violated the provisions of Labor Code sections 226.7 and IWC Wage Order 12.

66. Plaintiffs and Class Members were not permitted to leave the set of the Production for any purported rest periods. They were required to be available via radio or cell phone at all times.

67. Because Defendants failed to properly provide the proper rest breaks, it is liable to Plaintiffs and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest breaks were not provided, pursuant to Labor Code section 226.7 and IWC Wage Order 12.

68. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, fees, and costs.

FIFTH CAUSE OF ACTION

(Damages for Unpaid Overtime Compensation,
California Labor Code §§ 510, 515, 558.1 and 1194
On Behalf of Plaintiffs and the Class Against All Defendants)

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

70. During Plaintiffs' employment by Defendants, Plaintiffs, as well as Class Members, worked many hours, including overtime, without proper compensation for work performed, as required by law.

71. Plaintiffs and Class Members are entitled to recover such unpaid overtime under section 1194 of the California Labor Code in an amount according to proof. Plaintiffs and Class Members are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the California Labor Code.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3

4

5

6

7

9

0

1

2

3

4

5

6

7

8

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

80. Plaintiffs have requested that Defendants permit inspection or copying of Plaintiffs' employment records pursuant to Labor Code section 226(b). Defendants failed to provide Plaintiffs employment records within 21 days of the requests.

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

NINTH CAUSE OF ACTION

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

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

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

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

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

TENTH CAUSE OF ACTION

(Unfair Business Practices Business and Professions Code section 17200 *et seq.*
On Behalf of Plaintiffs and the Class Against Defendants)

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

1 87. Business and Professions Code section 17200 *et seq.* prohibits acts of unfair competition,
2 including any “unlawful, unfair, or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200
3 *et seq.* Plaintiffs allege that Defendants engaged in unfair business practices in California by the above-
4 described failure to timely pay all wages due including overtime wages.

5 88. Defendants’ violation of California wage and hour laws as herein articulated constitutes a
6 business practice because Defendants’ aforementioned acts and omissions were done repeatedly over a
7 significant period of time, and in a systematic manner, to the detriment of Plaintiffs.

8 89. As a result of Defendants’ unfair and unlawful business practices, Defendants have
9 reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiffs and
10 the Class Members and members of the public. Defendants should be made to disgorge its ill-gotten
11 gains and to restore them to Plaintiffs and Class Members.

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

19 **ELEVENTH CAUSE OF ACTION**

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

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

25 92. Pursuant to section 2699.3(a)(1) of the Labor Code, Plaintiffs submitted their PAGA
26 Claim Notice online to the California Labor and Workforce Development Agency (“LWDA”) and
27 notified the LWDA of the specific provisions of the Labor Code alleged to have been violated by
28 Defendants, including the theories set forth in the Complaint. Plaintiffs also gave written notice by
certified mail to Defendants.

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

The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to Paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to Paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

Cal. Lab. Code § 2699.3(a)(2)(A).

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

95. Plaintiffs seek to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of Aggrieved Employees defined as: Plaintiffs and/or other persons who performed services for one or more of the Defendants on the Production or other such projects produced in California (“Aggrieved Employees”) during the period from one year prior to the filing of the PAGA Notice against each respective Defendant until such date as may be approved by the Court.

96. Plaintiffs will seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

1. Failure to provide payroll records in violation of Code § 226(b).

Employers must afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer. Aggrieved Employees have requested but have not been provided with an opportunity to inspect or copy all payroll records within 21 days of request. Upon information and belief, many Aggrieved Employees have requested their payroll records but have not been given access to them pursuant to section 226(b). Code § 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

2. Failure to personnel records in violation of Code § 1198.5.

Employers must afford current and former employees the right to inspect or copy the personnel records pertaining to that current or former employee, upon reasonable request to the employer. Aggrieved Employees have requested have not been provided with an opportunity to inspect or copy all personnel records within 30 days of request. Upon information and belief, many Aggrieved Employees have requested their personnel records but have not been given access to them pursuant to section 1198.5. Code § 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

1 **3. Failure to provide records in violation of Code § 432.**

2 Employers are required to give a copy of any instrument relating to the obtaining or holding of
3 employment, if signed by an employee, upon request. Plaintiffs have requested such documents but
4 have not received them. Upon information and belief, other Aggrieved Employees have requested their
5 signed documents but have not been provided a copy. Code § 2699(f)(2) imposes a civil penalty of \$100
6 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved
7 Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically
8 provided.

9 **4. Failure to timely pay wages during employment in violation of Code §§ 204 and 210.**

10 Aggrieved Employees were not compensated during their employment by the times prescribed
11 by section 204 due to the failure to allocate sufficient resources to the payroll function. The failure of
12 Defendants to make timely payments within the time provided for has been and is “willful” within the
13 meaning of such word as used in Section 210 of the Code.

14 Defendants failed to pay Plaintiffs and Aggrieved Employees all wages for a weekly payroll
15 period within 7 calendar days following the close of the payroll period in violation of Code §§ 204(d)
16 and 210. Plaintiffs and Aggrieved Employees were paid after the 7th day following the close of the
17 payroll period in violation of these statutes.

18 Accordingly, each Aggrieved Employee who was not timely paid his or her timely wages during
19 their employment is entitled to civil penalties. Code section 210 provides for a penalty of \$100 for each
20 initial violation and \$200 for each subsequent, or willful or intentional violation plus 25 percent of the
21 amount unlawfully withheld.

22 **5. Failure to pay wages and/or final wages in violation of Code §§ 201.5 and 203.**

23 With respect to violations of Code § 201.5, the failure of Defendants to make final payments
24 within the time provided for has been and is “willful” within the meaning of such word as used in
25 Section 203 of the Code. Code section 203 provides that if “an employer willfully fails to pay...any
26 wages of an employee who is discharged or who quits, the wages of the employee shall continue as a
27 penalty from the due date thereof at the same rate until paid or until an action therefor is commenced;
28 but the wages shall not continue for more than 30 days.”

 Here, Plaintiffs and Aggrieved Employees were not timely paid all wages due upon their
separation from Defendants’ employ. Defendants failed to pay Plaintiffs and Aggrieved Employees all
wages due at the time of termination or within seventy-two (72) hours of their resignation, and have
failed to pay those sums for thirty (30) days thereafter in violation of Code § 203.

 Accordingly, each Aggrieved Employee who was not timely paid his or her final wages is
entitled to civil penalties. Code § 2699(f)(2) imposes a civil penalty of \$100 per pay period per
Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

6. Failure to provide itemized wage statements in violation of Code § 226(a).

 Aggrieved Employees have not been provided a wage statement as required by Code section
226(a). The foregoing was the intentional misconduct of Defendants that was intended to mislead and
injure Aggrieved Employees insofar as they were subjected to confusion and deprived of information to
which they were legally entitled.

- a. Many Aggrieved Employees did not receive a wage statement at all.
- b. The wage statements failed to include, among other required information, the legal name of the employer.
- c. The wage statements failed to include, among other required information, “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

 Section 226(e) provides that any employee who suffers injury as a result of a knowing and
intentional failure by the employer to comply with its obligation to provide wage statements containing
all of the information referenced above is entitled to recover. Section 226.3 provides for a civil penalty
of \$250 per employee per violation in an initial violation and \$1,000 per employee for each violation in

1 a subsequent violation, for which the employer fails to provide the employee a wage deduction
2 statement or fails to keep the records required in subdivision (a) of Section 226.

3 **7. Failure to provide sick leave information under Code §§ 245.5 and 246.**

4 Code sections 245.5 and 246(i) provide that “[a]n employer shall provide an employee with
5 written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer
6 provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in
7 Section 226 or in a separate writing provided on the designated pay date with the employee’s payment
8 of wages.” Here, Defendants have systematically and intentionally failed to set forth the amount of sick
9 leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage
10 statements described in Section 226.

11 Code § 248.5(e) provides “equitable relief on behalf of the aggrieved as may be appropriate to
12 remedy the violation, including reinstatement, backpay, the payment of sick days unlawfully withheld, .
13 . . any person or entity enforcing this article on behalf of the public as provided for under applicable
14 state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and
15 reasonable attorney’s fees and costs.”

16 **8. Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11.**

17 Aggrieved Employees were not provided with timely meal periods in violation of Code section
18 226.7 and Applicable Wage Order section 11. For example, Plaintiffs worked over 6 or 12 hours in a
19 day but were not provided with compliant meal break(s) and were not otherwise compensated.
20 Aggrieved Employees were not permitted to leave the production set for meal periods.

21 Code §§ 226.7, 512 and Section 12 of the Applicable Wage Order require an employer to pay an
22 additional hour of compensation for each meal period the employer fails to provide. Section 12 requires
23 that “No employer shall employ any person for a work period of more than six (6) hours without a meal
24 period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all
25 employees shall be called not later than six (6) hours after the termination of the preceding meal period.”
26 Defendants failed to maintain a policy informing all Aggrieved Employees of these rights.

27 Here, Defendants failed to apprise all Aggrieved Employees of their rights associated with meal
28 periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1)
requiring all Aggrieved Employees to take late meal breaks that occurred after the first 6 hours of each
shift; (2) required Aggrieved Employees to work shifts over 12 hours without providing a second meal
period of 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the employees
regular rate of compensation for each workday in which a proper meal break was not provided.

Additionally, Defendants maintained a policy of automatically deducting 30 minutes from each
shift that Plaintiffs and the Aggrieved Employees worked. This “auto-deduct” policy was unlawful and
did not account for whether the employees took their meal periods, were interrupted with work, took
meal periods late, and/or took meal periods of less than 30 minutes.

Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee
for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all
Labor Code provisions for which a civil penalty is not specifically provided.

9. Failure to provide proper rest periods under Code § 226.7 and Wage Order § 12.

All Aggrieved Employees were not provided with timely rest periods in violation of Code
section 226.7 and Applicable Wage Order section 12. Aggrieved Employees were not permitted to leave
the set of the Production for any purported rest periods. They were required to be available via radio or
cell phone at all times. Plaintiffs and Aggrieved Employees were neither informed of nor otherwise
provided with compliant rest breaks. Defendants failed to provide all Aggrieved Employees with rest
breaks of not less than 10 minutes per 4-hour work period, or major fraction thereof. On a regular and
consistent basis, Defendants failed to provide all Aggrieved Employees with a third rest period despite
regularly requiring Aggrieved Employees to work over 10 hours. As such, Defendants failed to provide
all Aggrieved Employees with compliant rest periods. Further, Plaintiffs and the Aggrieved Employees
were not compensated with 1 hour of wages for each missed rest period as required by Code § 226.7.

Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee
for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all

Code provisions for which a civil penalty is not specifically provided.

10. Failure to reimburse necessary business expenses under Code § 2802.

Aggrieved Employees were not reimbursed for necessary business expenses. Section 2802 requires that an employer indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendants have failed to reimburse Plaintiffs and Aggrieved Employees the cost of using their personal cell phones for business related purposes. Defendants required that Plaintiffs and the Aggrieved Employees be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. These cell phones were not provided by Defendants, and Defendants failed to reimburse Aggrieved Employees for the costs associated with using these personal cell phones. They were also not reimbursed for the provision and use of personal protective equipment, traffic management and motion picture production equipment and supplies necessary to perform their job duties.

Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

11. Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198.

Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. The Labor Code requires an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Plaintiffs and other Aggrieved Employees were not paid at the proper corresponding rate for all hours worked, including overtime as a result of the following:

1. Defendants failure to pay for all time spent driving/and or travelling from site to site.
2. Defendants' failure to calculate the correct overtime rate under Code § 515.
3. Plaintiffs and the Aggrieved Employees are routinely paid until an arbitrary time in the day and not until they have ceased working.

Code § 558 imposes a civil penalty in addition to any other penalty provided by law of \$50 for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and \$100 for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

12. Failure to keep complete and accurate payroll records.

Defendants failed to keep complete and accurate payroll records relating to Aggrieved Employees in accordance with Code section 1174(d). Willful failure to maintain accurate and complete records required by section 1174(d) is subject to a civil penalty of \$500. Cal. Lab. Code § 1174.5.

TWELFTH CAUSE OF ACTION

(Untimely Wage During Employment, Cal. Lab. Code §§ 204 and 210
On Behalf of Plaintiff and the Class Against All Defendants)

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

1 98. Plaintiffs were not compensated all of the minimum and overtime wages for Plaintiffs’
2 work.

3 99. Defendants failed to pay Plaintiffs and Aggrieved Employees all wages for a weekly
4 payroll period within 7 calendar days following the close of the payroll period in violation of Code §§
5 204(d) and 210. Plaintiffs and Aggrieved Employees were paid after the 7th day following the close of
6 the payroll period in violation of these statutes.

7 100. Plaintiffs contend that the failure of Defendants to make timely payments within the time
8 provided for has been and is “willful” within the meaning of such word as used in Section 210 of the
9 California Labor Code.

10 101. Labor Code section 210 provides for a statutory penalty of \$100 for each initial violation
11 and \$200 for each subsequent, or willful or intentional violation plus 25 percent of the amount
12 unlawfully withheld.

13 102. Plaintiffs and Class Members are entitled to damages and statutory penalties of an
14 amount to be proven at trial, and attorney’s fees and costs pursuant to sections 218.5 of the Labor Code
15 and 1021.5 of the Code of Civil Procedure.

16
17 **THIRTEENTH CAUSE OF ACTION**

18 (Fair Labor Standards Act On Behalf of Plaintiff and Collective
19 Action Members Against All Defendants)

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

22 104. Plaintiffs are informed and believe, and on that basis allege, that Defendants are
23 employers engaged in an enterprise in interstate commerce pursuant to the Fair Labor Standards Act
24 (“FLSA”), 29 U.S.C. § 201 *et seq.*

25 105. Plaintiffs were not timely paid their wages. Plaintiffs and Collective Action Members
26 worked many hours each day during their employment as herein alleged.

27 106. Under the FLSA, Plaintiffs and Collective Action Members are entitled to recover from
28 Defendants their liquidated damages for hours worked, as well as costs and attorney’s fees.

1 107. Defendants failed to compensate Plaintiffs and Collective Action Members as required
2 by the FLSA.

3 108. Defendants' violations were willful and intentional.

4 109. Plaintiffs and Collective Action Members are entitled to damages for unpaid wages
5 and/or the associated liquidated damages in an amount to be proven at trial.

6 110. Plaintiffs brings this claim on a collective-action basis pursuant to the FLSA. The FLSA
7 permits an employee to bring an action for unpaid wages on "behalf of himself . . . and other employees
8 similarly situated," so long as all similarly situated employees "give[] [their] consent in writing to
9 become . . . a party." 29 U.S.C. § 216(b). On information and belief, none were timely paid all wages as
10 required by section 203 of the California Labor Code

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

12 1. That the Court certify a Class Action.

13 2. That, under the First Cause of Action, it be adjudged that the failure of Defendants to
14 make payment of Plaintiffs' and Class Members' wages was in violation of section 201.5, and 204 of the
15 California Labor Code, and was "willful" as that word is used in section 203 of the California Labor
16 Code, and that the Court enter judgment against Defendants in favor of Plaintiffs and Class Members.
17 That judgment be entered in favor of Plaintiffs, of not less than \$20,000, and Class Members in an
18 amount prescribed by section 203 of the California Labor Code, and costs and reasonable attorneys' fees
19 in accordance with the provisions of California Labor Code section 218.5.

20 3. That, under the Second Cause of Action, this Court enter judgment in favor of Plaintiffs,
21 of at least \$4000 each, not including interest thereon, reasonable attorneys' fees and cost of suit, and
22 enter judgment in favor of the Class Members against Defendants in the amount of damages, interest,
23 and costs, according to proof, and costs and reasonable attorneys' fees in accordance with the provisions
24 of Labor Code section 226(e).

25 4. That, under the Third Cause of Action, this Court enter judgment in favor of Plaintiffs
26 and Class Members and award them their damages, penalties, and costs of suit, all according to proof,
27 each Plaintiff, pursuant to section 218.5 and other relevant sections of the Labor Code.
28

1 5. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiffs
2 and Class Members and award them their damages, penalties, and costs of suit, all according to proof,
3 pursuant to section 218.5 and other relevant sections of the Labor Code.

4 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiffs and
5 Class Members in the amount of unpaid overtime wages according to proof, including interest thereon,
6 reasonable attorneys' fees and cost of suit, and enter judgment against Defendants in the amount of
7 damages according to proof, each Plaintiff, interest thereon, reasonable attorneys' fees and cost of suit.

8 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiffs
9 and Class Members and award them their damages, penalties, liquidated damages, reasonable attorney's
10 fees and costs of suit, all according to proof, of no less than \$400 for Plaintiffs, pursuant to section
11 218.5, 1194, 1194.2 and other relevant sections of the Labor Code.

12 8. That, with respect to the Seventh Cause of Action, this Court enter judgment in favor of
13 Plaintiffs and Class Members against all Defendants in an amount according to proof, each Plaintiff,
14 interest thereon, costs and reasonable attorney's fees in accordance California Labor Code section
15 2802(c).

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

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

22 11. That, under the Tenth Cause of Action, it be adjudged that Defendants' violations of the
23 applicable Wage Order and above cited sections of the California Labor Code, and violated section
24 17200 *et seq.* of the California Business and Professions Code. Accordingly, Plaintiffs request that the
25 Court order Defendants to pay restitution with interest to Plaintiffs and Class Members. Finally,
26 Plaintiffs request that the Court award Plaintiffs' reasonable attorneys' fees and costs, pursuant to
27 section 218.5 of the Labor Code and section 1021.5 of the California Code of Civil Procedure.

28 12. That, with respect to the Eleventh Cause of Action this Court award Plaintiffs, the State

1 of California, and other former and current Aggrieved Employees their civil penalties, attorney's fees,
2 and costs of suit, all according to proof, pursuant to the cited sections of the Labor Code and the
3 applicable Wage Orders as heretofore articulated.

4 13. That, with respect to the Twelfth Cause of Action this Court enter judgment in favor of
5 Plaintiff and Class Members against Defendants in an amount according to proof, interest thereon, costs
6 and reasonable attorney's fees

7 14. That, with respect to the Tenth Cause of Action this Court enter judgment in favor of
8 Plaintiff and Collective Action Members against Defendants in an amount according to proof for unpaid
9 wages, liquidated damages, interest thereon, costs and reasonable attorney's fees

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

13 DATED: October 31, 2022

HARRIS & RUBLE

14 

15 Alan Harris
16 Attorney for Plaintiffs