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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

NIKKI HOARD, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

PRODUCTIONS PLUS, INC., a Michigan
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: BCV-22-101736

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code
§§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code
§§ 226.7 and 512(a) (Unpaid Meal
Period Premiums);
- (3) Violation of California Labor Code
§ 226.7 (Unpaid Rest Period
Premiums);
- (4) Violation of California Labor Code
§§ 1194 and 1197 (Unpaid
Minimum Wages);
- (5) Violation of California Labor Code
§§ 201 and 202 (Final Wages Not
Timely Paid);
- (6) Violation of California Labor Code
§ 226(a) (Non-Compliant Wage
Statements);
- (7) Violation of California Labor Code §§
2800 and 2802 (Unreimbursed
Business Expenses);
- (8) Violation of California Business &
Professions Code §§ 17200, *et seq.*
- (9) Violation of California Labor Code §§
2698, *et seq.* (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff NIKKI HOARD (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Kern. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California.

PARTIES

5. Plaintiff NIKKI HOARD is an individual residing in the State of California.

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1 6. Defendant PRODUCTIONS PLUS, INC., at all times herein mentioned, was and
2 is, upon information and belief, a Michigan corporation, and at all times herein mentioned, was
3 and is, an employer whose employees are engaged throughout the State of California,
4 including the County of Kern.

5 7. At all relevant times, Defendants PRODUCTIONS PLUS, INC. was the
6 “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

7 8. At all times herein relevant, Defendants PRODUCTIONS PLUS, INC. and
8 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
9 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
10 assigns, each of the other, and at all times relevant hereto were acting within the course and
11 scope of their authority as such agents, partners, joint venturers, joint employers,
12 representatives, servants, employees, successors, co-conspirators and assigns, and all acts or
13 omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization, and consent of each defendant designated herein.

15 9. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
17 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
18 information and belief alleges, that each of the Defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
20 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
21 Plaintiff will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 10. Defendants PRODUCTIONS PLUS, INC. and DOES 1 through 100 will
24 hereinafter collectively be referred to as “Defendants.”

25 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of
27 Plaintiff and the other class members so as to make each of said Defendants employers and
28 employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees and independent contractors who were employed by Defendants within the State of California at any time during the period from April 9, 2016 to June 27, 2022.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

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1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom she has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no
4 interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;

26 b. Whether Defendants failed to pay their hourly-paid or non-exempt
27 employees within the State of California for all hours worked, missed
28 meal periods and rest breaks in violation of California law;

- 1 c. Whether Defendants required Plaintiff and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week
3 and failed to pay the legally required overtime compensation to Plaintiff
4 and the other class members;
- 5 d. Whether Defendants properly calculated the regular rate for Plaintiff and
6 the other class members who worked overtime and earned incentive pay;
- 7 e. Whether Defendants deprived Plaintiff and the other class members of
8 meal and/or rest periods or required Plaintiff and the other class
9 members to work during meal and/or rest periods without compensation;
- 10 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
11 other class members for all hours worked;
- 12 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
13 class members within the required time upon their discharge or
14 resignation;
- 15 h. Whether Defendants failed to timely pay all wages due to Plaintiff and
16 the other class members during their employment;
- 17 i. Whether Defendants complied with wage reporting as required by the
18 California Labor Code, including, inter alia, section 226;
- 19 j. Whether Defendants failed to reimburse Plaintiff and the other class
20 members for necessary business-related expenses and costs;
- 21 k. Whether Defendants' conduct was willful or reckless;
- 22 l. Whether Defendants engaged in unfair business practices in violation of
23 California Business & Professions Code section 17200, *et seq.*;
- 24 m. The appropriate amount of damages, restitution, and/or monetary
25 penalties resulting from Defendants' violation of California law; and
- 26 n. Whether Plaintiff and the other class members are entitled to
27 compensatory damages pursuant to the California Labor Code.

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GENERAL ALLEGATIONS

17. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

18. Defendants, jointly and severally, employ Plaintiff as an hourly-paid employee in the State of California,.

19. Defendants had the authority to hire and terminate Plaintiff and other class members; to set work rules and conditions governing Plaintiff's and other class members' employment; and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and other class members' employment for them to be joint employers of Plaintiff and the other class members.

21. Defendants directly hired and paid wages and benefits to Plaintiff and other class members.

22. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

23. Class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, inter alia, failing to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that class members were entitled to receive certain wages for overtime compensation and that class members were not receiving wages for overtime compensation.

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1 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to provide Plaintiff and other class members the required rest and meal periods during
3 the relevant time period as required under the Industrial Welfare Commission Wage Orders
4 and thus they are entitled to any and all applicable penalties.

5 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and other class members were entitled to receive all
7 timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and
8 the other class members' regular rate of pay when a meal period was missed, late or
9 interrupted, and that Plaintiff and other class members did not receive all timely and proper
10 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
11 period was missed.

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and other class members were entitled to receive all
14 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
15 and the other class members' regular rate of pay when a rest period was missed, late or
16 interrupted, and that Plaintiff and other class members did not receive all rest periods or
17 payment of one additional hour of pay at their regular rate of pay when a rest period was
18 missed.

19 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and other class members were entitled to receive at
21 least minimum wages for compensation and that Plaintiff and other class members were not
22 receiving at least minimum wages for all hours worked.

23 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and other class members were entitled to receive the
25 wages owed to them upon discharge or resignation, including minimum wages and meal and
26 rest period premiums, and that Plaintiff and other class members did not, in fact, receive such
27 wages owed to them at the time of their discharge or resignation.

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1 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff
4 and other class members did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, inter alia, the failure to include the total number of
6 hours worked by Plaintiff and other class members.

7 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll records
12 for Plaintiff and other class members in accordance with California law, but, in fact, did not
13 keep complete and accurate payroll records for Plaintiff and other class members.

14 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and other class
16 members pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
18 represented to Plaintiff and other class members that they were properly denied wages, all in
19 order to increase Defendants' profits.

20 35. As a pattern and practice, during the relevant time period set forth herein,
21 Defendants failed to pay overtime wages to class members for all hours worked. Class
22 members were required to work more than eight (8) hours per day and/or forty (40) hours per
23 week without overtime compensation.

24 36. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
26 Plaintiff and other class members.

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37. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members at least minimum wages for all hours worked.

38. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members the wages owed to them upon discharge or resignation.

39. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiff and other class members.

40. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiff and other class members.

41. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and other class members pursuant to California law in order to increase Defendants' profits.

42. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against THE CURE COMPANY, CITY COMPASSIONATE CAREGIVERS,
INC., and DOES 1 through 100)**

43. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 42, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 44. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly
5 basis.

6 45. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and the other class members employed by Defendants, who
8 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
9 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
10 than forty (40) hours in a workweek.

11 46. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and the other class members overtime compensation at a rate of two
13 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14 47. California Labor Code section 510 codifies the right to overtime compensation
15 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
16 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
17 of work, and overtime compensation at twice the regular hourly rate for hours worked in
18 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
19 of work.

20 48. During the relevant time period set forth herein, Plaintiff and the other class
21 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
22 week.

23 49. During the relevant time period set forth herein, Defendants intentionally and
24 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

25 50. Defendants’ failure to pay Plaintiff and the other class members the unpaid
26 balance of overtime compensation, as required by California laws, violates the provisions of
27 California Labor Code sections 510 and 1198, and is therefore unlawful.

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1 51. Pursuant to California Labor Code section 1194, Plaintiff and the other class
2 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
3 attorneys' fees.

4 **SECOND CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 226.7 and 512(a))**

6 **(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)**

7 52. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 51, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 53. During the relevant time period set forth herein, the IWC Order and California
11 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class members'
12 employment by Defendants.

13 54. During the relevant time period set forth herein, California Labor Code section
14 226.7 provides that no employer shall require an employee to work during any meal or rest
15 period mandated by an applicable order of the California IWC.

16 55. During the relevant time period set forth herein, the applicable IWC Wage
17 Order and California Labor Code section 512(a) provide that an employer may not require,
18 cause or permit an employee to work for a work period of more than five (5) hours per day
19 without providing the employee with a meal period of not less than thirty (30) minutes, except
20 that if the total work period per day of the employee is no more than six (6) hours, the meal
21 period may be waived by mutual consent of both the employer and employee.

22 56. During the relevant time period set forth herein, the applicable IWC Wage
23 Order and California Labor Code section 512(a) further provide that an employer may not
24 require, cause, or permit an employee to work for a work period of more than ten (10) hours
25 per day without providing the employee with a second uninterrupted meal period of not less
26 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)
27 hours, the second meal period may be waived by mutual consent of the employer and the
28 employee only if the first meal period was not waived.

1 57. As a pattern and practice, during the relevant time period set forth herein,
2 Plaintiff and other class members (but not all) who were scheduled to work for a period of time
3 no longer than six (6) hours, and who did not waive their legally-mandated meal periods by
4 mutual consent, were required to work for periods longer than five (5) hours without an
5 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

6 58. As a pattern and practice, during the relevant time period set forth herein, class
7 members (but not all) who were scheduled to work for a period of time no longer than twelve
8 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent,
9 were required to work for periods longer than ten (10) hours without an uninterrupted meal
10 period of not less than thirty (30) minutes and/or without a rest period.

11 59. As a pattern and practice, during the relevant time period set forth herein,
12 Plaintiff and other class members (but not all) who were scheduled to work for a period of time
13 in excess of six (6) hours were required to work for periods longer than five (5) hours without
14 an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

15 60. As a pattern and practice, during the relevant time period set forth herein, class
16 members (but not all) who were scheduled to work for a period of time in excess of twelve (12)
17 hours were required to work for periods longer than ten (10) hours without an uninterrupted
18 meal period of not less than thirty (30) minutes and/or without a rest period.

19 61. As a pattern and practice, during the relevant time period set forth herein,
20 Defendants intentionally and willfully required Plaintiff and other class members (but not all)
21 to work during meal periods and failed to compensate Plaintiff and the other class members
22 (but not all) the full meal period premium for work performed during meal periods.

23 62. As a pattern and practice, during the relevant time period set forth herein,
24 Defendants failed to pay Plaintiff and other class members (but not all) the full meal period
25 premium due pursuant to California Labor Code section 226.7.

26 63. Defendants' conduct violates applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).

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64. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and other class members' employment by Defendants.

67. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

68. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

69. As a pattern and practice, during the relevant time period set forth herein, Defendants required Plaintiff and other class members (but not all) to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

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1 70. As a pattern and practice, during the relevant time period set forth herein,
2 Defendants willfully required Plaintiff and other class members (but not all) to work during
3 rest periods and failed to pay Plaintiff and the other class members the full rest period premium
4 for work performed during rest periods.

5 71. As a pattern and practice, during the relevant time period set forth herein,
6 Defendants failed to pay Plaintiff and the other class members (but not all) the full rest period
7 premium due pursuant to California Labor Code section 226.7

8 72. Defendants' conduct violates applicable IWC Wage Orders and California
9 Labor Code section 226.7.

10 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
11 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
12 additional hour of pay at the employees' regular hourly rate of compensation for each workday
13 that the rest period was not provided.

14 **FOURTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 1194 and 1197)**

16 **(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)**

17 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 73 and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 75. During the relevant time period set forth herein, California Labor Code sections
21 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a
22 lesser wage than the minimum so fixed, is unlawful.

23 76. As a pattern and practice, during the relevant time period set forth herein,
24 Defendants failed to pay minimum wages to Plaintiff and other class members (but not all) as
25 required, pursuant to California Labor Code sections 1194 and 1197.

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77. Defendants' failure to pay Plaintiff and other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

78. Pursuant to California Labor Code section 1194.2, Plaintiff and other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)

79. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

80. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

81. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and other class members (but not all) who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

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82. Defendants' pattern and practice of failing to pay Plaintiff and other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

83. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

84. Plaintiff and other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 86. During the relevant time period set forth herein, California Labor Code section
2 226(a) provides that every employer shall furnish each of his or her employees an accurate
3 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
4 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
5 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
6 written orders of the employee may be aggregated and shown as one item, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and his or her social security number, (8) the name and address of the legal entity
9 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. The deductions
11 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
12 showing the month, day, and year, and a copy of the statement or a record of the deductions
13 shall be kept on file by the employer for at least three years at the place of employment or at a
14 central location within the State of California.

15 87. As a pattern and practice, Defendants have intentionally and willfully failed to
16 provide Plaintiff and other class members (but not all) with complete and accurate wage
17 statements. The deficiencies include but are not limited to: the failure to include the total
18 number of hours worked by Plaintiff and other class members.

19 88. As a result of Defendants' violation of California Labor Code section 226(a),
20 Plaintiff and other class members have suffered injury and damage to their statutorily protected
21 rights.

22 89. More specifically, Plaintiff and other class members have been injured by
23 Defendants' intentional and willful violation of California Labor Code section 226(a) because
24 they were denied both their legal right to receive, and their protected interest in receiving,
25 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

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1 90. Plaintiff and other class members are entitled to recover from Defendants the
2 greater of their actual damages caused by Defendants' failure to comply with California Labor
3 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
4 employee.

5 91. Plaintiff and other class members are also entitled to injunctive relief to ensure
6 compliance with this section, pursuant to California Labor Code section 226(g).

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 2800 and 2802)**

9 **(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)**

10 92. Plaintiff incorporates by reference the allegations contained in paragraphs 1
11 through 91, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 93. Pursuant to California Labor Code sections 2800 and 2802, an employer must
14 reimburse its employee for all necessary expenditures incurred by the employee in direct
15 consequence of the discharge of his or her job duties or in direct consequence of his or her
16 obedience to the directions of the employer.

17 94. Defendants have intentionally and willfully failed to reimburse Plaintiff and other
18 class members (but not all) for all necessary business-related expenses and costs. Plaintiff and
19 other class members are entitled to recover from Defendants their business-related expenses and
20 costs incurred during the course and scope of their employment, plus interest accrued from the
21 date on which the employee incurred the necessary expenditures at the same rate as judgments in
22 civil actions in the State of California.

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

25 **(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)**

26 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 94, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 96. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
2 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
3 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
4 interest within the meaning of Code of Civil Procedure section 1021.5.

5 97. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code section 17200, *et seq.*

8 98. A violation of California Business & Professions Code section 17200, *et seq.*
9 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
10 pattern and practice of requiring Plaintiff and other class members work overtime hours
11 without paying them proper compensation violate California Labor Code sections 510 and
12 1198. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class
13 members, to work through their meal and rest periods without paying them proper
14 compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants'
15 pattern and practice of failing to timely pay wages to Plaintiff and other class members violate
16 California Labor Code sections 201 and 202. Defendants also violated California Labor Code
17 sections 226(a), 1194, 1197, 2800 and 2802.

18 99. As a result of the herein described violations of California law, Defendants
19 unlawfully gained an unfair advantage over other businesses.

20 100. Plaintiff and other class members (but not all) have been personally injured by
21 Defendants' unlawful business acts and practices as alleged herein, including but not
22 necessarily limited to the loss of money and/or property.

23 101. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
24 Plaintiff and other class members are entitled to restitution of the wages withheld and retained
25 by Defendants during a period that commences four years prior to the filing of this Complaint;
26 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and
27 other applicable laws; and an award of costs.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2698, et seq.)**

3 **(Against PRODUCTIONS PLUS, INC., and DOES 1 through 100)**

4 102. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 101, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 103. PAGA expressly establishes that any provision of the California Labor Code
8 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
9 departments, divisions, commissions, boards, agencies or employees for a violation of the
10 California Labor Code, may be recovered through a civil action brought by an aggrieved
11 employee on behalf of himself or herself, and other current or former employees.

12 104. On June 29, 2022, Plaintiff provided written notice to the LWDA and Defendants
13 of the specific provisions of the Labor Code she contends were violated, and the theories
14 supporting her contentions. Attached hereto as Exhibit 1 and incorporated by reference is a copy
15 of the written notice to the LWDA. Plaintiff believes that on or about September 2, 2022, the
16 sixty-five (65) days will expire as to all Defendants, and the LWDA will not take any action to
17 investigate or prosecute this matter. Therefore, Plaintiff will have exhausted her administrative
18 remedies.

19 105. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
20 employees” as defined by California Labor Code § 2699(c) in that they are all current and former
21 aggrieved hourly-paid or non-exempt employees and independent contractors who were
22 employed by Defendants within the State of California at any time during the period from
23 January 13, 2019 to June 27, 2022, and one or more of the alleged violations was committed
24 against them.

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Failure to Pay Minimum and Overtime Wages

106. At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate of Labor Code §§ 510, 1194, 1197, and 1198.

107. As a policy and practice, Defendants failed to compensate Plaintiff and the other aggrieved current and former employees for all hours worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

Failure to Provide Meal Periods and Rest Breaks

111. In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof, and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

112. As a policy and practice, Defendants failed to provide Plaintiff and the other aggrieved current and former employees with legally-mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

Failure to Timely Pay Wages During Employment

113. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code § 204.

114. As a policy and practice, Defendants failed to pay Plaintiff and the other aggrieved current and former employees all wages due and owing them within the required time period.

Failure to Timely Pay Wages Upon Termination

115. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204.

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1 116. As a result of Defendants' Labor Code violations alleged above, Defendants
2 failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to
3 Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code §
4 203.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 117. At all times relevant herein, Defendants were required to keep accurate records
7 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174.

8 118. As a result of Defendants' various Labor Code violations, Defendants failed to
9 keep accurate records regarding Plaintiff and the other aggrieved current and former employees.
10 For example, Defendants failed in their affirmative obligation to keep accurate records regarding
11 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours
12 worked, all deductions, net wages earned, and all applicable hourly rates and the number of
13 hours worked at each hourly rate.

14 **Failure to Keep Complete and Accurate Payroll Records**

15 119. At all times relevant herein, Defendants were required to keep, at a central
16 location in the state or at the plants or establishments at which employees are employed, payroll
17 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
18 unit earned by and any applicable piece rate paid to, employees employed at the respective plants
19 or establishments, pursuant to California Labor Code § 1174(d).

20 120. As a policy and practice, Defendants failed to keep accurate and complete payroll
21 records showing the hours worked daily and the wages paid to Plaintiff and current and former
22 aggrieved employees.

23 **Failure to Reimburse Business Expenses**

24 121. At all times relevant herein, Defendants were required to reimburse its employees
25 for any and all necessary expenditures or losses incurred by the employees in direct
26 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§
27 2800 and 2802.

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122. As a policy and practice, Defendants failed to reimburse Plaintiff and the other aggrieved current and former employees for all business expenses incurred and owing them within the required time period.

Penalties

123. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

- a. Penalties under California Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

/ / /

1 f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any
2 other applicable statute.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff, individually, and on behalf of other members of the general public similarly
5 situated, requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
8 public similarly situated, prays for relief and judgment against Defendants, jointly and
9 severally, as follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;
12 2. That Plaintiff be appointed as representative of the Class;
13 3. That counsel for Plaintiff be appointed as Class Counsel; and
14 4. That Defendants provide to Class Counsel immediately the names and most
15 current contact information (address, e-mail and telephone numbers) of all class members.

16 **As to the First Cause of Action**

17 5. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
19 all overtime wages due to Plaintiffs and the other class members;

20 6. For general unpaid wages at overtime wage rates and such general and special
21 damages as may be appropriate;

22 7. For pre-judgment interest on any unpaid overtime compensation commencing
23 from the date such amounts were due;

24 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code section 1194; and

26 9. For such other and further relief as the court may deem just and proper.

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As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members (but not all);

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members (but not all);

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other class members (but not all);

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other class members (but not all) no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

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1 **As to the Sixth Cause of Action**

2 34. That the Court declare, adjudge and decree that Defendants violated the record
3 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
4 as to Plaintiff and other class members (but not all), and willfully failed to provide accurate
5 itemized wage statements thereto;

6 35. For actual, consequential and incidental losses and damages, according to proof;

7 36. For statutory penalties pursuant to California Labor Code section 226(e);

8 37. For injunctive relief to ensure compliance with this section, pursuant to
9 California Labor Code section 226(g); and

10 38. For such other and further relief as the court may deem just and proper.

11 **As to the Seventh Cause of Action**

12 39. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class
14 members (but not all) for all necessary business-related expenses as required by California
15 Labor Code sections 2800 and 2802;

16 40. For actual, consequential and incidental losses and damages, according to proof;

17 41. For the imposition of civil penalties and/or statutory penalties;

18 42. For punitive damages and/or exemplary damages according to proof at trial;

19 43. For reasonable attorneys' fees and costs of suit incurred herein; and

20 44. For such other and further relief as the court may deem just and proper.

21 **As to the Eighth Cause of Action**

22 45. That the Court declare, adjudge and decree that Defendants violated California
23 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and other
24 class members all overtime compensation due to them, failing to provide all meal and rest
25 periods to Plaintiff and the other class members, failing to pay at least minimum wages to
26 Plaintiff and the other class members, failing to pay Plaintiff's and other class members' wages
27 timely as required by California Labor Code section 201, 202.

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1 46. For restitution of unpaid wages to Plaintiff and other class members and all pre-
2 judgment interest from the day such amounts were due and payable;

3 47. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, *et seq.*;

7 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 49. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, *et seq.*; and

11 50. For such other and further relief as the court may deem just and proper.

12 **As to the Ninth Cause of Action**

13 51. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code section 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants'
15 violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510,
16 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;

17 52. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
18 Sections 210, 1194, and 2699, and any other applicable statute; and

19 53. For such other and further relief as the Court may deem just and proper.

20
21
22 Dated: July 13, 2022

JUSTICE LAW CORPORATION

23
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25 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiff

EXHIBIT 1

June 29, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: PRODUCTIONS PLUS, INC.

Dear Representative:

We have been retained to represent Nikki Hoard against Productions Plus, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees), individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "PPI").

Ms. Hoard is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Hoard may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Productions Plus, Inc. is a Michigan corporation headquartered at 30600 Telegraph Road, Suite 2156, Bingham Farms, Michigan 48025.

PPI currently employs Ms. Hoard as an hourly-paid, non-exempt Brand Ambassador in the State of California. PPI directly controlled the wages, hours and working conditions of Ms. Hoard's employment.

The "aggrieved employees" that Ms. Hoard may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees and independent contractors of PPI within the State of California.

¹ Ms. Hoard does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Elgandy will amend this notice when the true names and capacities are known. Mr. Elgandy is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Elgandy and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

PPI failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below. PPI also misclassified aggrieved employees as exempt independent contractors, despite exercising control and direction over aggrieved employees. PPI's misclassification resulted in its failure to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failure to issue compliant wage statements, failure to reimburse for all necessary business-related costs and expenses, and the resulting Labor Code violations stated below.

PPI misclassified other aggrieved employees (including brand ambassadors, product specialists models, or other occupations that are in the fields of advertising, art, entertainment, radio, television, theater, promotional endeavors and others related fields of endeavor) as independent contractors, despite PPI: (a) setting their assignment locations and schedules; (b) mandating they report receipt of any assignment offers from PPI's clients; (c) providing them mandatory job training; (d) retaining the right to terminate their relationship at-will or without cause; and (e) requiring compliance with any policies and procedures required by PPI and/or its clients. Consequently, PPI failed to properly pay misclassified aggrieved employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Moreover, in *Dynamex Operations W. v. Super. Ct.*, 4 Cal. 5th 903 (2018), the California Supreme Court adopted the three-part "ABC" test used in many other jurisdictions to decide whether a worker is a covered employee or rather an independent contractor. Under the ABC test, a worker is presumed to be an employee, unless the hiring entity establishes each of the following: "(A) that the worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact; and (B) that the worker performs work that is outside the usual course of the hiring entity's business; and (C) that the worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed." *Dynamex*, supra, 4 Cal.5th at p. 957. On September 19, 2019, Governor Gavin Newsom signed AB5, which codifies the California Supreme Court's holding in *Dynamex* and adopts an "ABC" test to determine whether a worker is classified as an "employee" for purposes of California's Labor Code and wage orders. PPI misclassified independent contractors under the ABC test because they were performing promotional work that falls within the usual course of PPI's business and were not operating as independently established business.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Hoard has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at PPI, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

PPI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

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California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Hoard and other aggrieved employees regularly worked in excess of 8 hours in a day and 40 hours in a week. PPI misclassified its independent contractors as exempt and failed to compensate them for all hours worked. PPI failed to compensate Ms. Hoard and other aggrieved employees for all hours worked and performing work off-the-clock, including pre- and post-shift, while traveling, and during training sessions and meal breaks. Additionally, PPI failed to factor non-discretionary bonuses and incentives in the aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Hoard and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. PPI misclassified its independent contractors as exempt and failed to provide them with legally mandated meal and rest breaks. During the relevant time period, PPI failed to inform Ms. Hoard and other aggrieved employees of their rights to meal or rest breaks under California law and failed to affirmatively provide them with meal breaks and authorize and permit them to take rest breaks. PPI also routinely required other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with PPI policies and expectations. Despite these facts, PPI failed to compensate Ms. Hoard and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable

immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, PPI failed to pay Ms. Hoard and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, and misclassification, and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, PPI failed to pay Ms. Hoard and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, PPI did not provide Ms. Hoard and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from PPI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Hoard and other aggrieved employees, (2) total hours worked by Ms. Hoard and other aggrieved employees, (3) the

number of piece-rate units earned and any applicable piece rate by Ms. Hoard and other aggrieved employees (4) all deductions for Ms. Hoard and other aggrieved employees, (5) net wages earned by Ms. Hoard and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Hoard and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Hoard and other aggrieved employees. PPI also failed to provide wage statements to aggrieved employees misclassified as independent contractors.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Hoard and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, PPI failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Hoard and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. PPI misclassified its independent contractors as exempt and failed to compensate them the minimum wages to which they were entitled. During the relevant time period, PPI did not provide Ms. Hoard and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, while traveling, and during training sessions and meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Hoard and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by PPI, including for using their personal cellular phones and vehicles to perform their job duties.

We believe that Ms. Hoard and other current and former California-based hourly-paid or non-exempt employees of PPI are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Hoard will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees and independent contractors of PPI within one year of the date of this letter, as allowed by law.

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LWDA
June 29, 2022
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (Email Only)

Robert Prine, Esq.
heather.stone@dinsmore.com
Dorota James, Esq.
dorota.james@dinsmore.com

DINSMORE & SHOHL LLP

Counsel of Record for Productions Plus, Inc.

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PROOF OF SERVICE