

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Kristin Escalante

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7 *Attorney for Plaintiffs*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **LOS ANGELES COUNTY**

10 ANDREW WILSON, an individual,
11 ALEXANDER LAUDEMAN, an individual,
12 CHARLES LENZ, an individual,
13 CHRISTOPHER LEWIS, an individual,
14 DAVID GONZALEZ, an individual,
15 DERICK HOLUB, an individual, DUSTIN
16 AULT, an individual, KEVIN FRAME, an
17 individual, LEE PANIAGUA, an individual,
18 MICHAEL PEREZ, an individual, MIKE
19 MEYERSON, an individual, OTIS
20 MANNICK, an individual, and SEAN
21 DOUGHERTY, an individual,

PLAINTIFFS,

v.

BACKGROUND IMAGES, INC., a
California corporation; BACKGROUND
IMAGES, LLC, a Delaware limited liability
corporation; STEVEN GREENBERG, an
individual; and DOES 1-100, inclusive,

DEFENDANTS.

Case No.: **22STCV25971**

COMPLAINT FOR

- (1) FAILURE TO PAY
STRAIGHT-TIME WAGES
- (2) FAILURE TO PAY MINIMUM
WAGE
- (3) LIQUIDATED DAMAGES
- (4) FAILURE TO PROVIDE
ACCURATE WAGE STATEMENTS
- (5) WILLFUL FAILURE TO PAY
FINAL WAGES
- (6) UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

1 Plaintiff ANDREW WILSON, Plaintiff ALEXANDER LAUDEMAN, Plaintiff
2 CHARLES LENZ, Plaintiff CHRISTOPHER LEWIS, Plaintiff DAVID GONZALEZ, Plaintiff
3 DERICK HOLUB, Plaintiff DUSTIN AULT, Plaintiff KEVIN FRAME, Plaintiff LEE
4 PANIAGUA, Plaintiff MICHAEL PEREZ, Plaintiff MIKE MEYERSON, Plaintiff OTIS
5 MANNICK, and Plaintiff SEAN DOUGHERTY (collectively “Plaintiffs”) alleges as follows:

6 **SUMMARY OF CLAIMS**

7 1. Defendant BACKGROUND IMAGES, INC., Defendant BACKGROUND
8 IMAGES, LLC, and Defendant STEVEN GREENBERG (collectively “Defendants”) employed
9 Plaintiffs in 2022 on Defendants’ entertainment industry project in Los Angeles, California.
10 Defendants have failed to pay Plaintiffs any wages for their work for Defendants.

11 2. Plaintiffs allege that Defendants violated the California Labor Code; Industrial
12 Welfare Commission, Order 12-2001, Regulating Wages, Hours and Working Conditions in the
13 Motion Picture Industry (“Wage Order 12”); and the California Unfair Competition Law,
14 Business and Professions Code §§ 17200, *et seq.*, (“UCL”).

15 **JURISDICTION AND VENUE**

16 3. The Court has jurisdiction over all causes of action asserted herein, including
17 pursuant to the California Constitution, Article VI, § 10, California Code of Civil Procedure §
18 410.10, and Business and Professions Code §§ 17200 *et seq.*

19 4. The Court has personal jurisdiction over this matter because each Defendant
20 conducts substantial business activity in California and engages in the unlawful acts described
21 herein in California.

22 5. Venue is proper in this county under California Code of Civil Procedure § 395.5
23 because Defendants’ principal places of business are in this county, Defendants employed
24 Plaintiffs in this county, Defendants reside in this county, and a substantial part of the events and
25 omissions giving rise to the claims alleged herein occurred in this county.

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THE PARTIES

Plaintiffs

6. Plaintiff Andrew Wilson is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

7. Plaintiff Alexander Laudeman is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

8. Plaintiff Charles Lenz is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

9. Plaintiff Christopher Lewis is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

10. Plaintiff David Gonzalez is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

11. Plaintiff Derick Holub is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

12. Plaintiff Dustin Ault is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

13. Plaintiff Kevin Frame is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

14. Plaintiff Lee Paniagua is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

15. Plaintiff Michael Perez is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

16. Plaintiff Mike Meyerson is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

17. Plaintiff Otis Mannick is a natural person residing in California. Defendants employed him on their entertainment industry project in Los Angeles, California in 2022.

1 18. Plaintiff Sean Dougherty is a natural person residing in California. Defendants
2 employed him on their entertainment industry project in Los Angeles, California in 2022.

3 **Defendants**

4 **Background Images, Inc.**

5 19. Defendant Background Images, Inc. is a California corporation with its principal
6 executive office in California.

7 20. Background Images, Inc.'s principal place of business is California.

8 21. During all times relevant to this Complaint, Background Images, Inc. solely and/or
9 jointly employed Plaintiffs in Los Angeles, California, pursuant to the California Labor Code and
10 Wage Order 12.

11 22. During all times relevant to this Complaint, Background Images, Inc. was a sole
12 and/or joint employer of Plaintiffs who violated or caused to be violated, provisions regulating
13 minimum wages or hours and days of work in Wage Order 12, and violated or caused to be
14 violated Labor Code sections 203, 226, and 1194. Labor Code § 558.1.

15 **Background Images, LLC**

16 23. Defendant Background Images, LLC is a Delaware limited liability corporation
17 with its principal office in California.

18 24. Background Images, LLC's principal place of business is California.

19 25. During all times relevant to this Complaint, Background Images, LLC solely
20 and/or jointly employed Plaintiffs in Los Angeles, California, pursuant to the California Labor
21 Code and Wage Order 12.

22 26. During all times relevant to this Complaint, Background Images, LLC was a sole
23 and/or joint employer of Plaintiffs who violated or caused to be violated, provisions regulating
24 minimum wages or hours and days of work in Wage Order 12, and violated or caused to be
25 violated Labor Code sections 203, 226, and 1194. Labor Code § 558.1.

26 **Steven Greenberg**

27 27. Defendant Steven Greenberg is a natural person residing in California.
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1 28. During all times relevant to this Complaint, Mr. Greenberg solely and/or jointly
2 employed Plaintiffs in Los Angeles, California, pursuant to the California Labor Code and Wage
3 Order 12.

4 29. During all times relevant to this Complaint, Mr. Greenberg was an owner, director,
5 officer, and/or managing agent of Defendant Background Images, LLC.

6 30. During all times relevant to this Complaint, Mr. Greenberg was a sole and/or joint
7 employer of Plaintiffs, and/or was an other person acting on behalf of an employer of Plaintiffs,
8 including but not limited to the other Defendants, who violated or caused to be violated,
9 provisions regulating minimum wages or hours and days of work in Wage Order 12, and violated
10 or caused to be violated Labor Code sections 203, 226, and 1194. Labor Code § 558.1.

11 **DOES 1 through 100**

12 31. DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true
13 names and capacities are unknown to Plaintiffs at this time. When their true names and capacities
14 are ascertained, Plaintiffs will amend this Complaint by inserting their true names and capacities
15 herein. Plaintiffs are informed and believe, and thereon alleges that each of the
16 fictitiously-named Defendants is responsible in some manner for the occurrences alleged herein,
17 and that Plaintiffs' damages as alleged herein were actually and/or proximately caused by such
18 Defendants.

19 32. Plaintiffs are informed and believe and thereon allege that at all relevant times
20 each Defendant was the principal, agent, employer, owner, manager, managing agent, joint
21 employer, employee, partner, servant, joint venturer, officer, director, controlling shareholder,
22 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of
23 some or all of the other Defendants, and was engaged with some or all of the other Defendants in
24 a joint enterprise for profit, and bore such other relationships to some or all of the other
25 Defendants so as to be liable for the conduct of them. Plaintiffs are also informed and believe
26 that each Defendant solely and/or jointly employed Plaintiffs in California pursuant to the
27 California Labor Code and Wage Order 12. Plaintiffs are further informed and believe and
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1 thereon allege that each Defendant was a sole and/or joint employer or an other person acting on
2 behalf of an employer, including but not limited to the other Defendants, who violated, or caused
3 to be violated, any provision regulating minimum wages or hours and days of work in any order
4 of the Industrial Welfare Commission, or violated, or caused to be violated, Labor Code §§ 203,
5 226, or 1194, pursuant to Labor Code § 558.1. Plaintiffs are further informed and believe and
6 thereon allege that each Defendant acted pursuant to and within the scope of the relationships
7 alleged above, that each Defendant knew or should have known about, authorized, ratified,
8 adopted, approved, controlled, aided and abetted the conduct of all other Defendants, and that
9 each Defendant acted pursuant to an agreement to do the things alleged herein.

10 **Defendants Each Solely and Together Jointly Employed Plaintiffs**

11 33. At all relevant times, Plaintiffs were subject to the control, direction and
12 supervision of each Defendant solely and two or more Defendants jointly in connection with
13 Plaintiffs' hours worked, and such hours worked were within the usual course of Defendants'
14 business.

15 34. At all relevant times, each Defendant solely and two or more Defendants jointly
16 employed Plaintiffs in California by, inter alia, exercising control over their wages, hours, or
17 working conditions, suffering or permitting Plaintiffs to work, and/or engaging Plaintiffs.

18 35. Upon information and belief, Defendants operated individually and in concert and
19 each retained and shared significant control over the terms and conditions of Plaintiffs'
20 employment, including, without limitation, those terms and conditions related to the claims
21 alleged herein.

22 **FACTUAL BACKGROUND**

23 36. Defendants employed Plaintiffs in the Motion Picture Industry in Los Angeles,
24 California in 2022.

25 37. Defendants failed to Plaintiffs any wages for all hours worked by Plaintiffs,
26 including failing to pay straight-time wages for all hours worked up to 8 hours per workday or the
27 minimum wage for all hours worked.
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1 38. Defendants voluntarily and knowingly misclassified Plaintiffs as independent
2 contractors. Labor Code § 226.8. Defendants failed to keep a record showing the names and
3 addresses of Plaintiffs and all other employees employed, Defendants failed to keep at a central
4 location in the state or at the plants or establishments at which Plaintiffs and all other employees
5 were employed, payroll records showing the hours worked daily by and the wages paid to
6 Plaintiffs and all other employees employed at the respective plants or establishments for not less
7 than three years, and Defendants willfully failed to maintain these records. Labor Code §§ 1174
8 & 1174.5. Defendants failed to maintain records of the wages and wage rates, job classifications,
9 and other terms and conditions of employment of Plaintiffs and other persons employed by
10 Defendants. Labor Code § 1197.5(e). Defendants failed to keep accurate information with
11 respect to Plaintiffs and each other employee, to furnish Plaintiffs and each other employee with
12 an itemized wage statement, or to keep required records for at least three years at the place of
13 employment or at a central location within the State of California. Wage Order 12, Sec. 7.

14 39. Defendants have failed to provide Plaintiffs with any wage statements, including
15 failing to provide them with wage statements that accurately showed their gross wages earned,
16 total hours worked, net wages earned, and all applicable hourly rates in effect during the pay
17 period and the corresponding number of hours worked at each hourly rate. Defendants knowingly
18 and intentionally failed to provide Plaintiffs with wage statements accurately showing their gross
19 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect
20 during the pay period and the corresponding number of hours worked at each hourly rate, or to
21 keep copies of wage statements with the required information.

22 40. Upon the end of Defendants' employment of Plaintiffs, Defendants willfully failed
23 to pay them all (or any) wages earned and unpaid at the time of discharge, including by not
24 paying them the straight-time wages or the minimum wage for all hours worked.

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FIRST CLAIM FOR RELIEF
Failure to Pay Straight-Time Wages
[Labor Code §§ 204 & 218]
(Against All Defendants)

41. Plaintiffs reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

42. “All wages ... earned by any person in any employment are due and payable twice during each calendar month.” Labor Code § 204(a).

43. “Nothing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due him under this article.” Labor Code § 218.

44. As Plaintiffs’ employer, Defendants were required to pay them straight-time wages for all hours worked up to 8 hours per workday. However, Defendants failed to pay straight-time wages to Plaintiffs for all such hours worked.

45. Defendants are subject to Labor Code sections 204 and 218. Defendants did not pay Plaintiffs any wages earned, including straight-time wages, twice during each calendar month, thus violating Labor Code section 204. Accordingly, Defendants are liable to Plaintiffs for unpaid straight-time wages.

SECOND CLAIM FOR RELIEF
Failure to Pay Minimum Wage
[Labor Code §§ 558.1, 1182.12, 1194, 1197, 1198 and Wage Order 12]
(Against All Defendants)

46. Plaintiffs reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

47. “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period....” Wage Order 12, Section 4(B).

48. The “minimum wage for all industries shall be not less than the amounts set forth in this subdivision.... From January 1, 2022 and until adjusted...--fifteen dollars (\$15) per hour.” Labor Code § 1182.12(b).

1 49. “[A]ny employee receiving less than the legal minimum wage ... is entitled to
2 recover in a civil action the unpaid balance of the full amount of this minimum wage..., including
3 interest thereon, reasonable attorney’s fees, and costs of suit.” Labor Code § 1194(a).

4 50. “The minimum wage for employees fixed by the commission or by any applicable
5 state or local law, is the minimum wage to be paid to employees, and the payment of a lower
6 wage than the minimum wage so fixed is unlawful.” Labor Code § 1197.

7 51. All Defendants are subject to Labor Code sections 558.1, 1182.12, 1194, 1197,
8 1198 and Wage Order 12. Defendants failed to pay Plaintiffs the minimum wage for all hours
9 worked, thus violating Labor Code sections 558.1, 1182.12, 1194, 1197, 1198 and Wage Order
10 12. Accordingly, Defendants are liable to Plaintiffs for the minimum wage for all hours worked
11 including interest thereon, reasonable attorney’s fees, and costs of suit.

12 **THIRD CLAIM FOR RELIEF**
13 **Liquidated Damages**
14 **[Labor Code §§ 1194 & 1194.2]**
15 **(Against All Defendants)**

16 52. Plaintiffs reallege and incorporate by reference all other paragraphs as if they were
17 set forth again herein.

18 53. “In any action under [Labor Code] Section ... 1194 ... to recover wages because
19 of the payment of a wage less than the minimum wage fixed by an order of the commission or by
20 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
21 wages unlawfully unpaid and interest thereon.” Labor Code § 1194.2(a).

22 54. All Defendants are subject to Labor Code sections 1194 and 1194.2. This lawsuit
23 is an action under Labor Code sections 1194 to recover unpaid minimum wages from Defendants
24 for all hours worked. Accordingly, Defendants are liable to Plaintiff for liquidated damages in an
25 amount equal to the wages unlawfully unpaid and interest thereon.

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FOURTH CLAIM FOR RELIEF
Failure to Provide Accurate Wage Statements and to Keep Proper Payroll Records
[Labor Code §§ 226 & 558.1]
(Against All Defendants)

55. Plaintiffs reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

56. “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, ... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. ... [A] copy of the statement ... 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.” Labor Code 226(a).

57. “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with [Labor Code section 226] 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 one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

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1 (i) The amount of the gross wages or net wages paid to the employee during the pay
2 period or any of the other information required to be provided on the itemized wage statement
3 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

4 (ii) Which deductions the employer made from gross wages to determine the net wages
5 paid to the employee during the pay period.

6 (iii) The name and address of the employer.

7 (iv) The name of the employee and only the last four digits of his or her social security
8 number or an employee identification number other than a social security number. Labor Code §
9 226(e).

10 58. All Defendants are subject to Labor Code sections 226 and 558.1. Defendants
11 knowingly and intentionally failed to provide Plaintiffs with accurate itemized wage statements or
12 any wage statements. Defendants thus violated Labor Code sections 226 and 558.1.
13 Accordingly, Defendants are liable to Plaintiffs for the greater of all actual damages or fifty
14 dollars (\$50) for the initial pay period in which a wage statement violation occurs and one
15 hundred dollars (\$100) per employee for each violation in a subsequent pay period, and Plaintiffs
16 are entitled to an award of costs and reasonable attorney's fees.

17 **FIFTH CLAIM FOR RELIEF**
18 **Willful Failure to Pay Final Wages**
19 **[Labor Code §§ 201, 203 & 558.1]**
20 **(Against All Defendants)**

21 59. Plaintiffs reallege and incorporate by reference all other paragraphs as if they were
22 set forth again herein.

23 60. "If an employer discharges an employee, the wages earned and unpaid at the time
24 of discharge are due and payable immediately." Labor Code § 201(a).

25 61. "If an employer willfully fails to pay ... in accordance with [Labor Code]
26 Section[] 201 ... any wages of an employee who is discharged..., the wages of the employee shall
27 continue as a penalty from the due date thereof at the same rate until paid or until an action
28 therefore is commenced; but the wages shall not continue for more than 30 days." Labor Code §
203(a).

1 62. All Defendants are subject to Labor Code sections 201, 203 and 558.1.
2 Defendants failed to pay all wages earned to Plaintiffs or any wages earned when they were
3 discharged. Defendants thus violated Labor Code sections 201, 203 and 558.1. Defendants'
4 failure to pay all wages earned to Plaintiffs when they were discharged was willful. Accordingly,
5 Defendants are liable to Plaintiffs for penalties pursuant to Labor Code section 203.

6 **SIXTH CLAIM FOR RELIEF**
7 **Unfair Competition**
8 **[Business and Professions Code §§ 17200, *et seq.*]**
9 **(Against All Defendants)**

10 63. Plaintiffs reallege and incorporate by reference all other paragraphs as if they were
11 set forth again herein.

12 64. The foregoing conduct, as alleged, violates the Unfair Competition Law ("UCL"),
13 Business & Professions Code § 17200 *et seq.* The UCL prohibits unfair competition by
14 prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

15 65. Beginning on a date unknown to Plaintiffs, but within the last four years,
16 Defendants committed, and continue to commit, acts of unfair competition, as defined by the
17 UCL, by, *inter alia*, engaging in the acts and practices described herein. Defendants' conduct as
18 herein alleged has injured Plaintiffs by wrongfully denying them straight-time wages and the
19 minimum wage for all hours worked while employed by Defendants.

20 66. Defendants engaged in unfair competition in violation of the UCL by violating,
21 *inter alia*, Labor Code §§ 201, 203, 204, 218, 558.1, 1182.12, 1194, 1194.2, 1197, 1198, and
22 Wage Order 12. Each of these violations constitutes an independent and separate violation of the
23 UCL, and such conduct by Defendants threatens or harms competition.

24 67. Defendants' unlawful and unfair business practices and acts, described above,
25 have injured Plaintiffs as a result of Defendants' retention of wages and reimbursements owed to
26 Plaintiffs. Defendants have reaped unfair and illegal profits by retaining these wages and
27 reimbursements from Plaintiffs. Defendants should be required to disgorge these unfair and
28 illegal profits and restore them to Plaintiffs.

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68. Defendants' unfair and unlawful business practices entitle Plaintiffs to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants cease the unlawful practices alleged herein, and account for, disgorge, and restore to Plaintiffs the wages and reimbursements unlawfully withheld from Plaintiffs. Plaintiffs are entitled to restitution of all monies to be disgorged from Defendants for the wages and reimbursements unlawfully withheld from Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief from Defendants as follows:

A. Unpaid straight-time wages of \$22,850.00 as follows:

Andrew Wilson	\$ 2,900.00
Alexander Laudeman	\$ 700.00
Charles Lenz	\$ 5,250.00
Christopher Lewis	\$ 1,400.00
David Gonzalez	\$ 700.00
Derick Holub	\$ 1,400.00
Dustin Ault	\$ 700.00
Kevin Frame	\$ 4,200.00
Lee Paniagua	\$ 700.00
Michael Perez	\$ 1,400.00
Mike Meyerson	\$ 700.00
Otis Mannick	\$ 2,100.00
Sean Dougherty	\$ 700.00

B. Unpaid minimum wage of \$3,840.00 as follows:

Andrew Wilson	\$ 480.00
Alexander Laudeman	\$ 120.00
Charles Lenz	\$ 840.00
Christopher Lewis	\$ 240.00
David Gonzalez	\$ 120.00
Derick Holub	\$ 240.00
Dustin Ault	\$ 120.00
Kevin Frame	\$ 720.00
Lee Paniagua	\$ 120.00
Michael Perez	\$ 240.00
Mike Meyerson	\$ 120.00
Otis Mannick	\$ 360.00
Sean Dougherty	\$ 120.00

C. Liquidated damages of \$3,840.00 as follows:

Andrew Wilson	\$ 480.00
Alexander Laudeman	\$ 120.00
Charles Lenz	\$ 840.00
Christopher Lewis	\$ 240.00
David Gonzalez	\$ 120.00
Derick Holub	\$ 240.00
Dustin Ault	\$ 120.00
Kevin Frame	\$ 720.00
Lee Paniagua	\$ 120.00
Michael Perez	\$ 240.00
Mike Meyerson	\$ 120.00
Otis Mannick	\$ 360.00
Sean Dougherty	\$ 120.00

D. Waiting time penalties of \$275,250.00 as follows:

Andrew Wilson	\$ 21,750.00
Alexander Laudeman	\$ 21,000.00
Charles Lenz	\$ 22,500.00
Christopher Lewis	\$ 21,000.00
David Gonzalez	\$ 21,000.00
Derick Holub	\$ 21,000.00
Dustin Ault	\$ 21,000.00
Kevin Frame	\$ 21,000.00
Lee Paniagua	\$ 21,000.00
Michael Perez	\$ 21,000.00
Mike Meyerson	\$ 21,000.00
Otis Mannick	\$ 21,000.00
Sean Dougherty	\$ 21,000.00

E. Damages for knowingly and intentionally failing to provide accurate wage statements of \$1,350.00 as follows:

Andrew Wilson	\$ 150.00
Alexander Laudeman	\$ 50.00
Charles Lenz	\$ 250.00
Christopher Lewis	\$ 50.00
David Gonzalez	\$ 50.00
Derick Holub	\$ 150.00
Dustin Ault	\$ 50.00
Kevin Frame	\$ 150.00
Lee Paniagua	\$ 50.00
Michael Perez	\$ 150.00

Mike Meyerson	\$ 50.00
Otis Mannick	\$ 150.00
Sean Dougherty	\$ 50.00

F. Interest according to proof;

G. Restitution pursuant to Business & Professions Code §§ 17200 *et seq.* according to proof;

H. Pre-judgment and post-judgment interest, as provided by law;

I. Attorneys' fees, pursuant to Labor Code §§ 218.5(a), 226(e), 1194, and all other bases for fees under the law;

J. Costs of suit, including expert fees and costs, pursuant to Labor Code §§ 218.5(a), 226(e), and 1194, and all other bases for costs under the law;

K. Such other and further legal and equitable relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all causes of action and claims alleged herein.

Respectfully submitted,

Dated: August 11, 2022

By:  _____

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